

**APPROVAL OF THE OFFICIAL NEWSPAPERS/ONLINE MEDIA OUTLETS  
FOR THE SCHOOL DISTRICT FOR THE 2014 CALENDAR YEAR**

**RESOLVED BY THE BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, as follows:**

1. The Record, a newspaper published in Hackensack, Bergen County, New Jersey, and circulated in the School District of Fort Lee, be and is hereby designated as the official newspaper of the School District in which all legal advertisements and notices of this Board shall be published, except as otherwise provided by law.

2. Pursuant to the Open Public Meetings Act, (C: 231, P.L. of N.J. 1975), the following named newspapers/online media outlets be and the same are hereby designated as the newspapers and online media outlets to receive the notices of meetings of this Board, because the hereinafter designated newspapers and online media outlets have the greatest likelihood of informing the public within the School District of Fort Lee of the meetings of this Board.

a) The Record, a newspaper published in Hackensack, Bergen County, New Jersey, and circulated in the School District of Fort Lee;

b) The Star Ledger, a newspaper published in the State of New Jersey New Jersey and circulated in the School District of Fort Lee; and the

c) Fort Lee Suburbanite, a newspaper published in the State of New Jersey and circulated in the School District of Fort Lee.

3. The bulletin board located in the entrance hall of Central Office at 2175 Lemoine Avenue, 6<sup>th</sup> Floor, Fort Lee, New Jersey, be and the same is hereby designated as the official public place where all notices of meetings of this Board together with all other notices which may be required by law or by designation of this Board be posted pursuant to the aforesaid Open Public Meetings Act.

DATED: January 6, 2014  
As Amended

Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPROVING THE SCHEDULE OF BOARD MEETINGS FOR THE 2014 CALENDAR YEAR,  
JANUARY 1, 2014 THROUGH DECEMBER 31, 2014**

**BE IT RESOLVED BY THE FORT LEE BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, as follows:**

**FORT LEE BOARD OF EDUCATION  
2175 LEMOINE AVE., 6<sup>TH</sup> FL  
FORT LEE, NEW JERSEY 07024**

The Fort Lee Board of Education at the Public Business Meeting held on Monday, January 6, 2014 adopts the following schedule of meetings for the 2014 Calendar Year:

**PRIVATE WORK SESSIONS**

Will be held prior to the Regular Business Meetings at 7:00 PM, in the High School Library/Media Center, 3000 Lemoine Avenue:

- |                           |                            |
|---------------------------|----------------------------|
| Monday, January 13, 2014  | Monday, July 14, 2014      |
| Monday, February 10, 2014 | Monday, July 28, 2014      |
| Monday, February 24, 2014 | Monday, August 11, 2014    |
| Monday, March 10, 2014    | Monday, August 25, 2014    |
| Monday, March 24, 2014    | Monday, September 8, 2014  |
| Monday, April 7, 2014     | Monday, September 22, 2014 |
| Monday, April 21, 2014    | Monday, October 6, 2014    |
| Monday, May 5, 2014       | Monday, October 20, 2014   |
| Monday, May 19, 2014      | Monday, November 3, 2014   |
| Monday, June 9, 2014      | Monday, November 17, 2014  |
| Monday, June 23, 2014     | Monday, December 8, 2014   |

No official action will be taken at the aforesaid meetings.

**PUBLIC WORK SESSIONS**

8:00 PM, High School Auditorium, 3000 Lemoine Avenue

- |                           |                           |
|---------------------------|---------------------------|
| Monday, January 13, 2014  | Monday, July 14, 2014     |
| Monday, February 10, 2014 | Monday, August 11, 2014   |
| Monday, March 10, 2014    | Monday, September 8, 2014 |
| Monday, April 7, 2014     | Monday, October 6, 2014   |
| Monday, May 5, 2014       | Monday, November 3, 2014  |
| Monday, June 9, 2014      | Monday, December 8, 2014  |

Official action may be taken. The purpose of these meetings is for a Board of Education Work Session.

**REGULAR BUSINESS MEETINGS**

8:00 PM, High School Auditorium, 3000 Lemoine Avenue

- |                           |                            |
|---------------------------|----------------------------|
| Monday, February 24, 2014 | Monday, July 28, 2014      |
| Monday, March 24, 2014    | Monday, August 25, 2014    |
| Monday, April 21, 2014    | Monday, September 22, 2014 |

Monday, May 19, 2014  
Monday, June 23, 2014

Monday, October 20, 2014  
Monday, November 17, 2014

Official action will be taken. The purpose of these meetings is for a Board of Education Work Session.

1. The Secretary of this Board is hereby authorized and directed to (a) post and maintain posted throughout the year on the Board's officially designated public bulletin board the schedule of the regular meetings of this Board as described in paragraphs nos. 1, 2, and 3 (b) mail a copy of said schedule of meetings to The Record, The Star Ledger, and the Fort Lee Suburbanite, newspapers circulated in the School District; (c) file a copy of said schedule of meetings with the Clerk of the Borough of Fort Lee; (d) the Board's designated online media outlet (d) do all that is necessary to comply with the Open Public Meetings Act (Chapter 231, Laws of 1975) to the end that adequate notice of such public meetings, pursuant to such statute, be given according to law.
2. In addition to the aforesaid meetings, the Board of Education will hold such other meetings as the public business may require, but pursuant to and with such additional notice as is required by the said Open Public Meetings Act.
3. Please note all Public Work Sessions and Regular Business Meetings will be recorded and televised on Time Warner Cable and the district website.

DATED: January 6, 2014  
As Amended

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPROVAL OF DESIGNATED DEPOSITORIES**

**BE IT RESOLVED BY THE BOARD OF EDUCATION IN THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN**, that the following named banks be designated as depositories for the Fort Lee Board of Education funds for the 2014 calendar year, January 1, 2014 through December 31, 2014:

**TD Bank  
NJ ARM**

**BE IT FURTHER RESOLVED**, that the Fort Lee Board of Education authorizes the Business Administrator/Board Secretary, Assistant Business Administrator or Interim Business Administrator; to invest all funds in the General Account, Investment Accounts and Scholarship Accounts;

**WHEREAS**, that upon and after the adoption of the resolution, all warrants, checks or other instruments providing for payment of money hereafter issued by the Board of Education through its Custodian Account shall be signed by the President or Vice President and Business Administrator/Board Secretary, Assistant Business Administrator or Interim Business Administrator, and accepted and countersigned by the Treasurer of School Monies; and

**WHEREAS**, all warrants, checks or other instruments providing the payment of money hereafter issued by this Board of Education through its Salary Account and Agency Account shall be signed by the Treasurer of School Monies only; and the Board of Education authorizes the Business Administrator/Board Secretary or Interim Business Administrator to utilize wire transfers only after Board President Approval.

**WHEREAS**, all warrants, checks or other instruments providing the payment of money hereafter issued by this Board of Education through its Athletic Account shall be signed by the Athletic Director and Business Administrator/Board Secretary, Assistant Business Administrator or Interim Business Administrator; and

**WHEREAS**, all warrants, checks or other instruments providing for the payment of money hereafter issued by this Board of Education through its Cafeteria Account, Unemployment Compensation Trust Account, shall be signed by the Business Administrator/Board Secretary, Assistant Business Administrator or Interim Business Administrator; and

**WHEREAS**, all warrants, checks or other instruments providing for the payment of money hereafter issued by this Board of Education through its Scholarship Accounts shall be signed by the Business Administrator/Board Secretary, Assistant Business Administrator or Interim Business Administrator; and

**WHEREAS**, all warrants, checks or other instruments providing for the payment of money hereafter issued by this Board of Education through its General Organization Accounts shall be signed by the Principal and Business Administrator/Board Secretary, Assistant Business Administrator or Interim Business Administrator.

DATED: January 6, 2014

Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**ADOPT CURRICULA AND PROGRAMS  
FOR THE 2013-2014 SCHOOL YEAR**

**BE IT RESOLVED, BY THE BOARD OF EDUCATION IN THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN,** and upon the recommendation of the Interim Superintendent of Schools, that it hereby adopts the following curricula and programs on file as supplemented by the New Jersey State Core Curriculum Content Standards for the 2013-2014 school year.

- Mathematics
- Science
- Social Studies
- World Language
- Bilingual/English as a Second Language
- Language Arts
- Practical Arts
- Fine and Performing Arts
- Business
- Health and Physical Education
- Gifted and Talented
- School Counseling

DATED: January 6, 2014

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPROVING TO ADOPT THE CURRICULUM TEXTBOOKS  
FOR THE 2013-2014 SCHOOL YEAR**

**BE IT RESOLVED, BY THE BOARD OF EDUCATION IN THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN,** and upon the recommendation of the Interim Superintendent of Schools, that it hereby adopts the textbooks set forth in the attached document for use during the 2013-2014 school year.

DATED: January 6, 2014  
Attachment

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
<b>MATH</b>	Elementary Math	2012	K	enVision Math Common Core 2012 Gr. K	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	K	enVision Math Common Core 2012 Gr. K Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	1	enVision Math Common Core 2012 Gr. 1	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	1	enVision Math Common Core 2012 Gr. 1 Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	2	enVision Math Common Core 2012 Gr. 2	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	2	enVision Math Common Core 2012 Gr. 2 Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	3	enVision Math Common Core 2012 Gr. 3	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	3	enVision Math Common Core 2012 Gr. 3 Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	4	enVision Math Common Core 2012 Gr. 4	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	4	enVision Math Common Core 2012 Gr. 4 Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	5	enVision Math Common Core 2012 Gr. 5	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	5	enVision Math Common Core 2012 Gr. 5 Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	6	enVision Math Common Core 2012 Gr. 6	Scott Foresman/ Addison Wesley	2012
	Elementary Math	2012	6	enVision Math Common Core 2012 Gr. 6 Reteaching and Practice Workbook	Scott Foresman/ Addison Wesley	2012
	Math 7	2012	7	Connected Mathematics 2 Grade 7	Prentice Hall	2009
	Pre-Algebra 7	2004	7	Math Accelerated	Glencoe/McGraw	2014
	Math 8	2004	8	Connected Mathematics 2 Grade 8	Prentice Hall	2009
	Integrated Algebra	2010	10-12	Algebra Concepts and Applications	Glencoe/McGraw	2001
	Essentials of Algebra 1	2004	9-10	Algebra Concepts and Applications	Glencoe/McGraw	2001
	Algebra 1	2004	8-10	Algebra 1	Pearson	2013
	Essentials of Geometry	2010	9-11	Geometry-Concepts and Applications	Glencoe/McGraw	2004
	Geometry	2004	9-11	Geometry	Glencoe/McGraw	2005
	Honors Geometry	2004	8-11	Geometry	Pearson	2013
	Essentials of Algebra 2	2004	10-12	Algebra 2	Pearson	2013
	Algebra 2	2004	10-12	Algebra 2	Pearson	2013
	Honors Algebra 2	2004	10-11	Algebra 2	McDougal/Littell	2004
	Practical Math and Financial Literacy	2010	11-12	Business and Personal Finance	Glencoe	2007
	Finite Math (Transition to College Math)	2004	41225	Finite Math (7th Edition is out of print) Finite Math (9th Edition)	Pearson/Prentice	2002
	Pre-Calculus	2004	11-12	Pre-Calculus	Pearson/Prentice	2004



2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
	Honors Pre-Calculus AB/BC	2004	11-12	Pre-Calculus-Graphical, Numerical & Algebraic - 6th Edition	Pearson Addison Wesley	2004
	Calculus (name change)	2004	11-12	Calculus - 6th Edition (Brief Edition ) or Calculus - 6th Edition (w/multi variable)	Wiley	1999
	AP Calculus AB	2004	11-12	Calculus: Graphical, Numerical, Algebraic	Pearson Prentice Hall	2003
	AP Calculus BC	2004	11-12	Calculus	Pearson/Prentice	2003
	Computer Programming 1	2004	9-12	An Introduction to programming Using Microsoft Visual Basic (ver 5&6)	Lawrenceville Press	1999
	Computer Programming 2	2004	41164	An introduction to Programming Using Microsoft Visual Basic (ver 5 &6)	Lawrenceville Press	1999



2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
	Honors C++ Programming	2004	10-12	Fundamentals of C++ 2nd Edition	South-Western	
	AP Computer Science A/AB	2004	11-12	Java Methods A & AB	Skylight Publishing	2006

2013 - 2014  
 Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
SCIENCE	Elementary Science	2006	1	Scott Foresman Science	Scott Foresman	2000
	Elementary Science	2006	2	Scott Foresman Science	Scott Foresman	2000
	Elementary Science	2006	3	Scott Foresman Science	Scott Foresman	2000
	Elementary Science	2006	4	Scott Foresman Science	Scott Foresman	2000
	Elementary Science	2006	5	Scott Foresman Science	Scott Foresman	2000
	Elementary Science	2009	K-6	FOSS Inquiry Science Units	Delta Education	ongoing
	Science 7	2007	7	Life Science	Glencoe	2008
	Science 8	2007	8	Glencoe Science Level Blue	Glencoe	2008
	Honors Science 8	2007	8	Science spectrum- Physical Science with Earth and Space Science	Holt, Rinehart & Winston	2008
	Environmental Science	2010	9-10	Environmental Science	Holt, Rinehart & Winston	2008
	Biology	2007	10	Biology- Miller, Levine	Prentice Hall	2008
	Honors Biology	2007	9-10	Biology- Concepts and Connectons - 6th Edition	Pearson Education	2009
	Honors Science Research	2007	10-12	How to Write and Publish a Scientific Paper	Oryx Press	1998
	Concepts of Chemistry	2010	11-12	Chemistry Concepts and Applications	Glencoe	2009
	Essentials of Chemistry	2007	8	Science spectrum- Physical Science with Earth and Space Science	Holt, Rinehart & Winston	2008
	Chemistry	2007	11-12	Chemistry	Holt, Rinehart & Winston	2006
	Honors Chemistry	2007	10-12	Introductory Chemistry	Hartford	2008
	Physics	2007	11-12	Physics	Holt, Rinehart & Winston	2009
	Physics	2007	11-12	Conceptual Physics	Holt, Rinehart & Winston	2000
	Honors Physics	2007	11-12	Biotechnology- An Introduction	Thomson-Brooks/Cole	2005
	Anatomy and Physiology	2007	11-12	Fudamentals of A&P- 8th Edition	Pearson	2009
	AP Biology	2007	11-12	AP Edition Biology - 8th Edition - Campbell Reece	Pearson/Benjamin Cummings	2008
	AP Chemistry	2007	11-12	Chemistry - 7th Edition	Houghton Mifflin	2007
	IB Physics	2007	11-12	IB Physics	Baccalaureate	2007

2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
SOCIAL STUDIES	Social Studies	2007	1	My World Harcourt Brace	Harcourt Brace	1997
	Social Studies	2007	1	Exploring Where & Why (TE)	Nystrom	1997
	Social Studies	2007	2	Meeting Many People	Harcourt Brace	1997
	Social Studies	2007	2	Exploring Our World	Nystrom	1998
	Social Studies	2007	3	The New Jersey Adventure	Gibbs-Smith	2003
	Social Studies	2007	4	The New Jersey Adventure	Gibbs-Smith	2000
	Social Studies	2007	5	America's Story	Harcourt	1997
	Social Studies	2007	6	Journey Across Time	Glencoe	2008
	World History	2007	7	Journey Across Time	Glencoe	2008
	Civics	2007	8	American Civics	Holt	2003
	USI	2007	9-10	American Nation	Holt	2003
	USII	2007	9-10	American Nation	Holt	2003
	US I;II; AP	2007	H/AP	American Pageant	Heath	1994
	World History	2007	11	World History	Glencoe	2003
	USI & II ESL	2007	9-10	Pacemaker US History	Globe Fearon	2002
	World History ESL	2007	11	Pacemaker World History	Globe Fearon	2002
	Government & Politics	2007	12	American Government	Houghton Mifflin	2004
	Political Science	2007	12	Political Thought	Press	1999
	Current Events	2007	12	Global Issues	Pearson Longman	2009
	AP World History	2007	11	World Civilizations: The Global Experience	Pearson Longman	2007
	AP Psychology	2007	12	Psychology	Worth Publishers	2001
	Sociology	2007	12	Sociology and You	Glencoe	1995
	Humanities	2007	12	A History of World Societies	McGraw Hill	1996
	Social Promblems	2007	12	Understanding Psychology	Glencoe	1995
	Ourselves	2007	12	Holocaust and Human Behavior	and Ourselves	1994
	US I/II Resource	2007	9 10	United States History	AGS Publishing	2005
	World Resource	2007	11	World History (green) Pacemaker	Globe Fearon	2002
	World Resource	2007	11	World History (purple) Pacemaker	Globe Fearon	1999
	World Resource	2007	11	World History (green) Workbook	Globe Fearon	2002
	US 1 Resource	2007	9	One Nation, Many People Volume 1	Globe Fearon	1995
	US 2 Resource	2007	10	Once Nation, Many People Volume 2	Globe Fearon	1995
	IB/AP World History	2007	9-12	A History of World Societies	Houghton Mifflin	1996
	Knowledge	2007	9-12	IB Theory of Knowledge for the IB Diploma	Cambridge	2011
	IB History II	2007	9-12	20th Century World History	Oxford	2009
	IB History II	2007	9-12	The Cold War	Hodder Education	2013
	IB History II	2007	9-12	Communism in Crisis 1976-89	Hodder Education	2012

2013 - 2014  
 Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
WORLD LANGUAGE	Elementary Spanish	2001	K	Teach Them Spanish	Frank Schaffer	2009
	Elementary Spanish	2001	K-2	Viva el Espanol Learning System A	McGraw Hill	2005
	Elementary Spanish	2001	3-4	Viva el Espanol Learning System B	McGraw Hill	2005
	Elementary Spanish	2001	5-6	Viva el Espanol Learning System C	McGraw Hill	2005
	Grade 7 Spanish	2001	7	Somos Asi-En Sus Marcos	EMC Paradigm	2000
	Spanish Grade 8	2001	8	Paso a Paso	Prentice Hall	2000
	Spanish Level 1,2,3	2001	9-12	Paso a Paso	Prentice Hall	2000
	Spanish Level 1,2,3	2001	9-12	Paso a Paso Wk Bk	Prentice Hall	2000
	Spanish Level 1,2,3	2001	9-12	Paso a Paso Tape Manual	Prentice Hall	2000
	Spanish 4	2001	11-12	Repaso	McGraw Hill	2006
	Spanish 4	2001	11-12	Interacciones	Houghton Mifflin	2006
	Spanish 4 H	2001	11-12	Una Vez Mas	Longman	2009
	Spanish 4 H	2001	11-12	Encuentros Marviolosos	Prentice Hall	2005
	Spanish AP	2013	11-12	AP Spanish Preparing for the Language and Culture Exam(consummable)	Pearson	2014
	Spanish AP	2001	11-12	AP Preparing for AP Exam	Pearson	2007
	Spanish AP	2001	11-12	Pasages Lengua	Glencoe	2006
	Spanish AP	2001	11-12	Pasages Cultura	Glencoe	2006
	Spanish AP	2001	11-12	pasages Literatura	Glencoe	2006
	Spanish AP	2001	11-12	Pasages Wk. Bk	Glencoe	2006
	Spanish AP	2001	11-12	Triangulo	Wayside Pub	2006
	French	2001	9-12	Discovering French Wk Bk	McDougal Littell	2001
	French 2,3	2001	9-12	Discovering French	McDougal Littell	2001
	French 4	2001	11-12	Une Fois Toules	Pearson	1992
	French 4	2001	11-12	French 3 Years	Amsco	1994
	Italian 1,2,3,4	2001	9-12	Oggi In Italia	Houghton Mifflin	2005
	Latin 1,2	2001		Latin for Americas	Glencoe	2006
	Greek - 2,3,4	2001	9-12	Communicate in Greek	Greek Pub	2002
	IB SL 11-Spanish	2009	11	IB Spanish B	Fernandez	2011
	IB SL 12-Spanish	2009	12	Manana	Contreras	2011

2013 - 2014  
 Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
ESL/ BILINGUAL	ESL K-6	2003	K-6	Avenues	Hampton Brown	2003
	ESL K-6	2003	K-6	English At Your Command	Hampton Brown	2003
	ESL	2003	7-8	Shining Star	Pearson	2004
	ESL	2003	7-8	Longman Social Studies	Pearson	2006
	ESL BIO	2003	9-12	Biology	Prentice Hall	2008
	ESL HS	2003	9-12	Edge	Hampton Brown	2006
	KBL,SBL	2003	9-12	High Point	Hampton Brown	1998
	ESL-LAL	2003	9-12	Measuring Up	People's Ed.	2008
	ESL US History 1	2003	9-12	Edition	Pacemaker	2004
	ESL US History 2	2003	9-12	Edition	Pacemaker	2004
	ESL World History	2003	9-12	Early Times	McDougal Littell	2009



2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
LANGUAGE ARTS	Elem. Language Arts	2005	3	Harcourt Language (textbook)	Harcourt	2002
	Elem. Language Arts	2005	4	Harcourt Language (textbook)	Harcourt	2002
	Elem. Language Arts	2005	5	Harcourt Language (textbook)	Harcourt	2002
	Elem. Language Arts	2005	6	Elements of Language	Holt	2004
	Language Arts 7	2005	7	Holt, Elements of Language	Holt	2005
	Language Arts 7	2005	7	Language of Literature	McDougal Littell	1997
	Language Arts 7	2005	7	Shostak, Level B	Sadlier Oxford	yearly
	Language Arts 8	2005	8	Holt, Elements of Language	Holt	2005
	Language Arts 8	2005	8	Language of Literature	McDougal Littell	2001
	Language Arts 8 H	2005	8	Holt, Elements of Language	Holt	2005
	Language Arts 8	2005	8	Shostak, Levels C&D	Sadlier Oxford	yearly
	Language Arts K-5	2012	K-5	Words Their Way: Word Study In Action	Pearson	2012
	Language Arts K-5	2012	K-5	Good Habits, Great Readers PILOT	Pearson	2009
	Language Arts K-5	2012	K-5	Good Habits, Great Readers Writing PILOT	Pearson	2009
	Language Arts 6	2012	6	Prentice Hall Literature Grade 6 PILOT	Pearson	2012
	Language Arts 6	2012	6	Writing Coach Gr. 6	Pearson	2012
	Language Arts 7	2012	7	Prentice Hall Literature Grade 7 PILOT	Pearson	2012
	Language Arts 7	2012	7	Writing Coach Gr. 7	Pearson	2012
	Language Arts 7H	2012	7	Writing Coach Gr. 8	Pearson	2012
	Language Arts 7	2012	7	Prentice Hall Literature Grade 8 PILOT	Pearson	2012
	Language Arts 8	2012	8	Writing Coach Gr. 8	Prentice Hall	2012
	Language Arts 8H	2012	8	Writing Coach Gr. 9	Prentice Hall	2012
	English 9	2005	9	Holt, Elements of Language	Holt	2005
	English 9	2005	9	Glencoe, Readers Choice	Glencoe	2002
	English 10	2005	10	Glencoe, Readers Choice	Glencoe	2002
	English 10	2005	10	Holt, High School Handbook	Holt	1995
	English 11	2005	11	Glencoe, Readers Choice	Glencoe	2002
	English 11	2005	11	Readings in World Literature	Holt	N/A
	AP Language	2005	11	Bedford Reader	Marten's	1995
	AP Language	2005	11	Art of the Personal Essay	Anchor	1995
	AP Language	2005	11	Elements of Argument	Marten's	2008
	AP Literature	2005	12	Perrine's Literature	rth	2006
	European Literature	2005	12	Assorted Tradebooks		
	Humanties	2005	12	Assorted Tradebooks		
	Search for Identity	2005	12	Assorted Tradebooks		
	Contemporary Lit.	2005	12	Assorted Tradebooks		
	Communications	2005	11-12	Basics of Speech	Glencoe	2005
	Creative Writing	2005	11-12	In The Field of Words	Prentice Hall	2003
	B.S.I.	1994	9-12	Teacher Created Materials		
	English 9	2013	9	Lord of the Flies	Penguin	1999
English 9	2013	9	Night	Macmillan	2006	
English 9	2013	9	Of Mice and Men	Penguin	1994	
English 9	2013	9	Romeo and Juliet	Schuster	2004	

2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
	English 9 Honors	2013	9	A Raisin in the Sun	Company	2003
	English 10	2013	10	Interpreter of Maladies	Harcourt	2010
	English 10	2013	10	Things Fall Apart	Company	2007
	English 10	2013	10	When I Was Puerto Rican	Da Capo Press	2006
	English 10	2013	10	A Thousand Splendid Suns	Penguin	2008
	English 10	2013	10	Ender's Game	Edition	1944
	English 10	2013	10	In the Time of Butterflies	Publishing	2010
	English 10	2013	10	Kite Runner	Riverhead Books	2003
	English 10	2013	10	Life of Pi	Harcourt	2003
	English 10	2013	10	No No Boy	Washington Press	1978
	English 10 Honors	2013	10	Othello	s	2003
	English 11	2013	11	One Flew Over the Cuckoo's Nest	Penguin	2002
	English 11	2013	11	The Crucible	Penguin	2003
	English 11	2013	11	Travels with Charley: In Search of American	Penguin	1962



2013 - 2014  
 Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
PRACTICAL ARTS	Technology Education	2010	8			
	Consumer Education	2010	8			
	Home Economics	2008	7-8	N/A		
	Industrial Arts	1990	9-12	Beginning Woodwork	Glencoe/McGraw-Hill	1994
	Digital Photography	2010	9 -12	Exploring Photography	Goodheart-Wilcox Company, Inc.	2000
	TV Production	2010	9-12	Video Communication and Production.	Goodheart-Wilcox Company, Inc.	2002
	Video Production	2010	9-12	Today's Video	Prentice Hall	1999
	Graphic Design	2010	9-12	Graphic Art Fundamentals	Goodheart-Wilcox Company, Inc.	1992
	Architecture	2001	9 -12	Architecture: Residential Drawing and Design	Goodheart-Wilcox Company, Inc.	2000
	Power Mechanics	2001	9-12	Modern Automotive Technology	Goodheart-Wilcox Company, Inc.	2004
	Woods	2001	9-12	Modern Woodworking Technology and Processes	Wood Goodheart-Wilcox Company, Inc. Glencoe	1996 1994
	Foods	2008	9- 12	Guide to Good Food	Goodheart-Wilcox Company, Inc.	2002
	Sewing	2008	9-12	N/A		
	Interior Design	2008	9-12	Residential Housing and Interiors	Goodheart-Wilcox Company, Inc.	1998
	Power Mechanics	2001	9-12	Intoductory Auto mechanics	EMC Publishing	1987
	Power Mechanics	2001	9-12	Automotive Encyclopedia	Goodheart-Wilcox Company, Inc.	1995
	Mechanical Drawing	2001	9-12	Mechanical Drawing cad-Communications	French	1997
Foods	2008	9-12	Guide to Good Food	Goodheart-Wilcox Company, Inc.	2002	
Foods	2008	9-12	Nutritition and Wellness	Glenco-McGraw Hill	2000	
Foods	2008	9-12	Residential Housing and Interiors	Goodheart-Wilcox Company, Inc.	1998	
Foods	2008	9-12	The World of Food	Prentice-Hall	1988	
Foods	2008	9-12	The Developing Child	Glenco-McGraw Hill	1988	

2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
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2013 - 2014  
 Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
<b>BUSINESS</b>	Business Economics (AOF)	2007	10-12	N/A		
	Intro to Business & Financial Services (AOF)	2008	9-12	N/A		
	Accounting I	2001	9-12	Century 21, Multi Column Journal, Ed 7	South-Western	2000
	Accounting II - Honors	2001	9-12	Century, Advanced, 7th Ed.	South-Western	2000
	Business in a Global Economy (AOF)	2007	10-12	N/A		
	Financial Services (AOF)	2009	10-12	N/A		
	Business AOF-Advanced Finance	2007	10-12	N/A		
	Business - AOF	2008	9 to 12	Intro to business, 6th Edition	Thomson South-Western	2006
	Personal Finance	2009	9-12	EMC Personal Finance	EMC Publishing	2009
	IB Business & Management HL	2009	11-12	Business and Management Course Companion	Oxford University Press	2009

2013 - 2014  
Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
MUSIC	Elementary Music		K-6	N/A		
	Elementary Music	2007	2	The Music Connection	Silver Burdett Ginn, Inc	2000
	Elementary Music	2007	3	The Music Connection	Silver Burdett Ginn, Inc	2000
	Elementary Music	2007	4	The Music Connection	Silver Burdett Ginn, Inc	2000
	Elementary Music	2007	5	The Music Connection	Silver Burdett Ginn, Inc	2000
	Elementary Music	2007	6	The Music Connection	Silver Burdett Ginn, Inc	2000
	Elementary Orchestra	2007	K-6	N/A		
	Elementary Band	2007	K-6	N/A		
	Unified Arts- Music	2007	7&8	N/A		
	MS Band	2007	7&8	N/A		
	MS Chorus	2007	7&8	N/A		
	MS Orchestra	2007	7&8	N/A		
	AP Music Theory	2008	9-12	The Musicians Guide to theory and Analysis	Clendenning & Marvin	2005
	Beginning Theory	2008	9-12	Practical Theory	Feldstein, Alfred Publishing Co.	1982
	Piano Lab	2007	9-12	Alfred's basic Adult Piano Course, Levels 1 and 2	Alfred Publishing Co.	1995
	Music History and Literature (IB Music)	2009	9-12	The Enjoyment of Music 10th Edition	Forney	
	Music History and Literature (IB Music)	2009	9-12	World Music	McGraw Hill	2007
	Band	2007	9-12	N/A		
	Wind ensemble	2007	9-12	N/A		
	Orchestra	2007	9-12	N/A		
	Honors Chamber Ensemble	2007	9-12	N/A		
	Honors Choir	2008	9-12	N/A		
	Chorus	2007	9-12	N/A		
	Beginning Band	2008	9-12	N/A		
	Beginning Chorus		9-12	N/A		
	Music Lab	2007	9-12	N/A		

2013 - 2014  
 Courses and Resources for Academic Year

Dept.	Course Name	Curriculum Last Revised	Grade Span for Course	Textbook/Consumable Title	Publisher	Year Published
ACADEMY OF PERFORMING ARTS	Choreography	2009	9-12	The Creative Habit. Learn it and Use it for Life.	Simon and Schuster	2006
	Dance - Choreography and Dance III	2010	9-12	Choreography: A Basic Approach Using improvisation, 3rd Ed.	Human Kinetics	2007
	Dance I, II and III	2010	9-12	Technical manual and dictionary of Classical Ballet	BN Publishing	2008
	Movements for the Actors II	2010	9-12	Lazzi The Comic Routine of the Commedia dell'Arte	Johns Hopkins University press	1983
	Movements for the Actors I and II	2008	9-12	Learning the Alexander Technique to Explore your Mind-Body Connection and Achieve Self-Mastery.	Da Capo Press	2007
	Dance History	2009	9-12	Ballet in Western Culture:A History of its Origins an Devolution	Routledge	2002
	Dance History	2010	9-12	Ballet and Modern Dance	Thames and Hudson	2002
	Acting I		9-11	Introduction to Theatre Arts A 36 Week Action Handbook	Meriwether Publishing Ltd.	2004
	Acting II	2010	9-12	Theatre Arts 2. On-stage and off-stage	Meriwether	1998
	Acting III	2010	9-12	The Norton Anthology of Drama Volume One Antiquity through the Eighteenth Century.	W.W. Norton & Company, Inc.	2009
	Acting III		9-12	The Norton Anthology of Drama Volume two. The noneteenth Century to Present	W.W. Norton & Company, Inc.	2009
	Acting IV	2010	W.W. Norton & Company, Inc.	The Norton Anthology of Drama Volume two. The noneteenth Century to Present	W.W. Norton & Company, Inc.	2009
	AP Music Theory	2010	Clendinning & Marvin	Musicians Guide Theory and Analysis	Clendinning & Marvin	
	AP Music Theory	2010	Clendinning & Marvin	The Musician's Guide Theory and Analysis Workbook	Clendinning & Marvin	
Piano Lab	2010	Alfred	Alfred Aoutl Piano Course	Alfred		
HEALTH AND PHYS ED	Driver Education	2008	10	The New Jersey Driver Manual	NJ Motor Vechile Comisson	yearly

**APPROVING THE BYLAWS AND POLICIES OF THE BOARD OF EDUCATION FOR THE 2014 CALENDAR YEAR**

**RESOLVED, BY THE BOARD OF EDUCATION IN THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, as follows:**

1. That the Current Bylaws and Policies of the Board of Education of the Borough of Fort Lee in the County of Bergen adopted and amended as needed, be and the same are hereby confirmed, ratified and approved and supersede any prior policy, bylaw, and regulation.
2. That the said Bylaws, Policies, and Regulations as described in paragraph 1 above, shall remain in full force and effect for the 2014 calendar year, January 1, 2014 through December 31, 2014, except as may be amended from time to time.

DATED: January 6, 2014

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			



**ADOPT NEW JERSEY**  
**SCHOOL BOARD MEMBER CODE OF ETHICS**

**BE IT RESOLVED, BY THE BOARD OF EDUCATION IN THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN,** that the Fort Lee Board of Education hereby adopts the New Jersey School Board Member Code of Ethics.

DATED: January 6, 2014  
Attachment

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			





## 18A:12-24.1 Code of Ethics for School Board Members

A school board member shall abide by the following Code of Ethics for School Board Members:

- a. I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.
- b. I will make decisions in terms of the educational welfare of children and will seek to develop and maintain public schools that meet the individual needs of all children regardless of their ability, race, creed, sex, or social standing.
- c. I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.
- d. I will carry out my responsibility, not to administer the schools, but, together with my fellow board members, to see that they are well run.
- e. I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.
- f. I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.
- g. I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its school.
- h. I will vote to appoint the best qualified personnel available after consideration of the recommendation of the chief administrative officer.
- i. I will support and protect school personnel in proper performance of their duties.
- j. I will refer all complaints to the chief administrative officer and will act on the complaints at public meetings only after failure of an administrative solution.

L.2001,c.178,s.5.



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NJ Department of Education, PO Box 500, Trenton, NJ 08625-0500, (877)900-6960

**APPOINTMENT OF DISTRICT AUDITOR**

**BE IT RESOLVED**, that the Fort Lee of Education appoints **Ferraioli, Wielkotz, Cerullo & Cuva, P.A.** for school auditing services for the 2013 - 2014 school year, in the amount of \$37,750.

DATED: January 6, 2014

Attachment

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

# Ferraioli, Wielkotz, Cerullo & Cuva, P.A.

Charles J. Ferraioli, Jr., MBA, CPA, RMA  
Steven D. Wielkotz, CPA, RMA  
James J. Cerullo, CPA, RMA  
Paul J. Cuva, CPA, RMA  
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401 Wanaque Avenue  
Pompton Lakes, New Jersey 07442  
973-835-7900  
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Newton Office  
100B Main Street  
Newton, N.J. 07860  
973-579-3212  
Fax 973-579-7128

December 17, 2013

Ms. Cheryl Balletto,  
Business Administrator/Board Secretary  
Fort Lee Public Schools  
Administrative Offices  
2175 Lemoine Avenue, 6<sup>th</sup> Floor  
Fort Lee, NJ 07024

Dear Ms. Balletto:

We are pleased to confirm our understanding of the services we are to provide the Fort Lee Board of Education for the year ended June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Fort Lee Board of Education as of and for the year ended June 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Fort Lee Board of Education's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Fort Lee Board of Education's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules



We have also been engaged to report on supplementary information other than RSI that accompanies the Fort Lee Board of Education's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Expenditures of State Financial Assistance
3. Combining and Individual Fund Financial Statements

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance:

1. Introductory and Statistical Sections

#### **Audit Objectives**

The objective of our audit is the expression of an opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and New Jersey OMB circular 04-04, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance, if applicable, and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance, if applicable. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; audit requirements as prescribed by the Division of Finance, Department of Education, State of New Jersey; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and New Jersey OMB Circular 04-04, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedules of expenditures of federal awards and state financial assistance in accordance with the requirements of OMB Circular A-133 and New Jersey Circular 04-04. As part of the audit, we will assist with preparation of your financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedules of expenditures of federal awards and state financial assistance, and that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Fort Lee Board of Education and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133 and New Jersey Circular 04-04, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we commence the audit.

You are responsible for preparation of the schedules of expenditures of federal awards and state financial assistance in conformity with OMB Circular A-133 and New Jersey Circular 04-04. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of



December 17, 2013

Page 5.

expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon OR to make the audited financial statements readily available to intended users of the schedules of expenditures of federal awards and state financial assistance no later than the date the schedules of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with OMB Circular A-133 and New Jersey Circular 04-04; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with OMB Circular A-133 and New Jersey Circular 04-04; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format for that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

**FWCC**



December 17, 2013

Page 6.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.



### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and New Jersey OMB Circular 04-04, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal or state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and New Jersey OMB Circular 04-04.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, OMB Circular A-133 and New Jersey OMB Circular 04-04.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Fort Lee Board of Education's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and New Jersey OMB Circular 04-04 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and *New Jersey OMB Circular 04-04* for the types of compliance requirements that could have a direct and material effect on each of the Fort Lee Board of Education's major programs. The purpose of those procedures will be to express an opinion on the Fort Lee Board of Education's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and New Jersey OMB Circular 04-04.



**Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash reconciliations, accounts receivable, and accounts payable schedules we request and will locate any vouchers/purchase orders selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections and sign the Data Collection Form (if applicable) that summarizes our audit findings. We will provide copies of our reports to the school district, county office and State Department of Education. The Data Collection Form (if applicable) and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement are the property of Ferraioli, Wielkottz, Cerullo & Cuva, P.A. and constitute confidential information. However, we may be requested to make certain audit documentation available to the Department of Education pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Ferraioli, Wielkottz, Cerullo & Cuva, P.A. personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the Department of Education. The State Department of Education may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the State Department of Education. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a date agreed to by the Board of Education and ourselves and to issue our reports no later than December 5, 2014. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We estimate our fee for these services to be as follows:

	<u>Fee</u>
Audit of the general purpose financial statements of the Fort Lee Board of Education for the year ended, including a compliance audit in accordance with the Single Audit Act Amendments as amended, preparation, compiling, copying and binding the Comprehensive Annual Financial Report (CAFR) and Audit of the Application for State School Aid (ASSA) as required by the Department of Education	\$33,750.00
Assistance with GASB 34 Compliance	2,500.00
Assistance with GASB 44 Compliance	<u>1,500.00</u>
	<u>\$37,750.00</u>



December 17, 2013

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Should additional professional services be required, such as assistance in closing out the general ledger for the year, preparation of the statistical data section of the Comprehensive Annual Financial Report (CAFR), our fees would be at the following hourly rates, with an agreed upon ceiling before any services are performed:

<u>Personnel</u>	<u>Standard Rate</u>
Partner	\$175.00
Manager	110.00
Senior	80.00
Staff	65.00
Administrative	50.00

The above rates will be used for other services which you may request.

Ferraioli, Wielkottz, Cerullo & Cuva's maximum liability to the Fort Lee Board of Education arising for any reason relating to services rendered under this letter shall be limited to two times the amount of fees paid for these services.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our latest peer review report accompanies this letter.

#### **Electronic Communications**

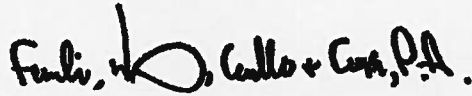
In the performance of services described in this engagement letter, we may communicate to you and third parties by facsimile or send electronic mail ("e-mail") over the internet. Such communications may include information that is confidential to the Fort Lee Board of Education. Although we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you understand and accept that we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, you are consenting to our use of electronic communications during this engagement as we deem appropriate.



December 17, 2013  
Page 10.

We appreciate the opportunity to be of service to the Fort Lee Board of Education and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.  
Registered Municipal Accountants

**RESPONSE:**

This letter correctly sets forth the understanding of the Fort Lee Board of Education.

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

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

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

\_\_\_\_\_



**APPOINTMENT OF SSP ARCHITECTURAL GROUP AS ARCHITECT OF RECORD  
FOR THE 2014 CALENDAR YEAR**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education appoints **SSP Architectural Group as Architect of Record** for the 2014 calendar year, January 1, 2014 through December 31, 2014 as per the attached.

DATED: January 6, 2014

Attachment

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

# Fort Lee School District Fee Structure 2014

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## ARCHITECTURAL FEES:

The range of architectural fees presented herewith will be reviewed on a project by project basis. The complexity associated with individual project scopes will impact fees, which will be assessed within the below fee ranges accordingly.

<u>Type of Project</u>	<u>Fee Range</u>
Telephone Consultation   Initial Project Discussion	No Charge
Long Range Facilities Plan Updates	No Charge
Feasibility Studies   Grant Applications	Hourly
Solar   Energy Conservation Measures	Mutually Agreed Upon Fixed Fee
New Facility Design	5.5% - 6.75%
Alteration work less than \$250,000	9.0% - 9.5%
Alteration work \$250,001 to \$500,000	8.0% - 9.0%
Alteration work over \$500,001	7.5% - 9.5%
Paving contracts over \$250,000	5.0% - 6.0%
Roofing projects over \$250,000	7.0% - 8.0%
Door replacement projects over \$250,000	7.0% - 8.0%
Window replacement projects over \$250,000	6.0% - 7.0%

## REIMBURSABLE EXPENSE POLICY:

Reimbursable expenses are in addition to our fees for Basic Services and shall include any and all fees paid for securing reviews, inspections and/or approval of projects by authorities having jurisdiction over the project. Reimbursable expenses shall also include copy work, prints, photographic or digital copies, printing, reproductions, plots, standard form master documents, bid documents, postage, handling and delivery services related to the distribution of design and bidding documents. Reimbursable expenses are subject to a mark-up rate of 5%.

Any other expenses not specifically listed but intended to be handled as a reimbursable charge shall be submitted to and authorized by the District in advance of incurring the charge.

## ADDITIONAL SERVICES:

In cases where a project has been defined and a scope and fee developed in accordance with the above fee structure, additions to that scope will be handled as an Additional Service to the project.

Fees for Additional Services will be negotiated based upon the type of additional service being provided, scope of work and complexity of task.



# SSP Architectural Group Hourly Rates 2014

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Effective: January 1, 2014 through December 31, 2014

Chief Executive Officer	\$165.00
Principal	\$140.00
Project Manager	\$130.00
Architect	\$125.00
Project Coordinator	\$90.00
Designer	\$70.00
Drafter	\$75.00
Construction Administrator	\$125.00
Certified Interior Designer	\$125.00
Communications Coordinator	\$125.00
Administrative Support	\$55.00



**AIA**<sup>®</sup>

# Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of April in the year Two Thousand and Eleven  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, address and other information)*

Fort Lee Board of Education  
255 Whiteman Street  
Fort Lee, New Jersey 07024  
201-585-4610

and the Architect:  
*(Name, address and other information)*  
SSP Architectural Group, Inc.  
148 West End Avenue  
P.O. Box 758  
Somerville, New Jersey 08876  
908-725-7800

for the following Project:  
*(Name, location and detailed description)*

Architect of Record Services for the 2011-2012 school year

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be defined in schedule agreed to by Architect and Owner.

.2 Substantial Completion date:

To be defined in schedule agreed to by Architect and Owner.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

(2035037271)

§ 2.2 The Architect shall perform its services consistent with the professional judgment, knowledge, skill and care provided by architects of ordinary ability practicing in the same or similar locality under the same or similar circumstances, at the time the architect performs its services. The Architect shall perform its services in a timely manner as is consistent with the above standard of care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's independent professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000 per occurrence/\$2,000,000 general aggregate

.2 Automobile Liability

\$1,000,000 Combined Single Limit

.3 Workers' Compensation

New Jersey Statutory Amounts

.4 Professional Liability

\$1,000,000 each claim/\$1,000,000 policy aggregate

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, which shall not be unreasonably withheld, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall be entitled to rely on the accuracy of any such information provided by such entities providing utility services and nothing contained herein shall be construed to relieve the Owner from providing record drawings and other information as to existing utilities as otherwise required herein.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 If requested by the Owner, the Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.2.1 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.3 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.4 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents by which the components of the proposed work can be described. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.4.1 In the event that the Owner requires as part of its program environmentally or sustainable design alternatives, the Owner and Architect shall execute a separate rider attached hereto.

§ 3.2.4.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

*(Paragraphs deleted)*

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

*(Paragraph deleted)*

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and such other elements as may be appropriate. The Design Development Documents may also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids. (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders
- .3 At the request of the Owner, organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

*(Paragraphs deleted)*



## **§ 3.6 CONSTRUCTION PHASE SERVICES**

### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201, 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in general conformance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies readily observable in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** The Architect shall serve as the Initial Decision Maker, as that term is defined in AIA Document A201-2007. The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. When acting in such capacity, the Architect shall render its decision impartially, favoring neither party to the contract. The Architect shall not be liable to any decisions made in this capacity which are rendered in good faith."

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 Nothing contained herein shall be construed to impose liability on the Architect by way of any prompt payment statutes protecting contractors and subcontractors and the Owner shall indemnify, defend and hold harmless the Architect to the extent permitted by law for any claims made against the Architect based on any such prompt payment statutes.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Incomplete or non-conforming requests for information may be returned to the Contractor without action.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

*(Paragraph deleted)*

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents including as-built drawings required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check general conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	

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§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.



- .12 Preparation of design and documentation to bid the project to multiple prime contractors or to split the work into different bid packages.
- .13 Providing documents for alternate bid, re-design or re-bid when the preparation of these documents will require a significantly different design or specification from the scope identified in the design development phase or exceeding the estimated construction cost.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and/ or making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- .7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality and any potential Additional Services costs per 4.3.1.1

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

*(Paragraph deleted)*

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants, including Construction Management services. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall further require that the procedures for dispute resolution with the Owner's consultants shall be consistent with the dispute resolution procedures contained herein.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Architect shall be entitled to rely on the completeness and accuracy of any information provided by the Owner herein, shall not be obligated to verify the accuracy or completeness of any such information and shall not be liable for any inaccuracies or incompleteness of any information provided by the Owner herein.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit, and project allowances. The Cost of the Work does not include the compensation of the

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Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide base bid by more than Ten (10) percent, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

6.8 The Architect shall be entitled to compensation in accordance with this Agreement for all Basic and Additional Services performed whether or not the Construction Phase is commenced.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of

a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (*Specify*)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.3.4.4 The Architect and Owner shall require a written agreement with any consultant or contractor retained by either the Architect or the Owner which shall contain dispute resolution procedures identical to those provided in this Section 8.3 in order to effectuate the consolidation or joinder of any and all claims in a single arbitration.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New Jersey, except that if the parties have selected arbitration as the method of binding dispute resolution, New Jersey law and the Federal Arbitration Act as interpreted by New Jersey law shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any attempted



assignment which does not conform to the requirements herein shall be void and invalid and the assignee shall acquire no rights against the non-assigning party and the non-assigning party shall not recognize any such assignment with respect to the assignee.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Basic services to be provided using the attached SSP hourly rates and fee schedule. Attendance at evening Board meetings will be billed at a fixed fee of \$500.00 per meeting.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

The Architect's current hourly rates as amended annually in January plus reimbursables.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

The Architect's current hourly rates as amended annually in January plus reimbursables.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and fifteen one-hundredths ( 1.15 ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty-Three	percent (	23	%)
Post Occupancy/Close-Out	Two	Percent (	2	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid including all add alternate bids or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work, including all add alternate bids, for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to the attached exhibit of current hourly rates as amended annually in January plus reimbursables.

Employee or Category	Rate
----------------------	------

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

*(Paragraphs deleted)*

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;

.3 Postage, handling and delivery;

*(Paragraph deleted)*

.4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

*(Paragraphs deleted)*

.5 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and eight one-hundredths ( 1.08 ) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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User Notes:

(2035037271)



§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

10% per annum

11.10.2.1 Payments for Construction Phase services shall be made in equal monthly installments. Construction Phase payments shall not be linked to, and/or aligned with, the Contractor's percentage of completion, progress, or payments.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if a, forming part of the Agreement.)

Hourly Rates  
Fee Schedule

This Agreement entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

ARCHITECT

  
\_\_\_\_\_  
(Signature)

Jeanne K. Perantoni, CEO/Principal  
\_\_\_\_\_  
(Printed name and title)

**APPOINTMENT OF BOARD ATTORNEY AND NEGOTIATIONS ATTORNEY  
FOR THE 2014 CALENDAR YEAR**

**WHEREAS**, the law firm of **Lindabury, McCormick, Estabrook & Cooper, P.C.** has the expertise and experience to provide professional services to the Fort Lee Board of Education (hereinafter referred to as the "Board"); and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.26, **Lindabury, McCormick, Estabrook & Cooper, P.C.** has filed the required Chapter 271 Political Contribution Disclosure Form;

**BE IT RESOLVED**, that the Fort Lee Board of Education approves the appointment of **Lindabury, McCormick, Estabrook & Cooper, P.C. as Board Attorneys. Mr. Dennis McKeever, Esq. to provide legal services, including Special Education matters and Anthony Sciarrillo, Esq. to provide collective bargaining services for all labor groups.**

**NOW, THEREFORE, BE IT RESOLVED** that the Fort Lee Board of Education School District appoints the law firm of **Lindabury, McCormick, Estabrook & Cooper, P.C.** as Board Attorneys until the next Reorganization Meeting in accordance with the terms and conditions set forth in the Agreement which is attached hereto and made a part thereof. The Board President, the Board Secretary and the Interim Board Secretary (until May 6, 2014), are hereby authorized to execute the agreement and any and all other documents necessary to effectuate the terms of this resolution. The Board Secretary and the Interim Board Secretary (until May 6, 2014), is hereby directed to publish a notice of this Award in the official newspaper of the Board.

**LEGAL NOTICE  
FORT LEE SCHOOL DISTRICT BOARD OF EDUCATION  
COUNTY OF BERGEN, STATE OF NEW JERSEY**

**PLEASE TAKE NOTICE** that the Fort Lee Board of Education School District appoints the law firm of **Lindabury, McCormick, Estabrook & Cooper, P.C. as Board Attorneys and Negotiations Attorneys** for the period of January 6, 2014 - the next Reorganization Meeting in January 2015. **Mr. Dennis McKeever, Esq. to provide legal services, including Special Education matters and Anthony Sciarrillo, Esq. to provide collective bargaining services for all labor groups.** The appointment qualifies as a professional service for which the district is not required to publicly advertise for bids in accordance with N.J.S.A. 18A: 18A-5. As Board Attorneys, the firm will provide legal services at no increase in cost to the district at an hourly rate of \$160.00 per hour. The resolution appointing **Lindabury, McCormick, Estabrook & Cooper, P.C.** and the terms of their appointment are on file and available for public inspection at the District Office.

DATED: January 6, 2014  
As Amended

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**APPOINTMENT OF BOARD ATTORNEY AND NEGOTIATIONS ATTORNEY  
FOR THE 2014 CALENDAR YEAR**

Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPOINTMENT OF CONSTRUCTION ATTORNEY FOR THE 2014 CALENDAR YEAR**

**WHEREAS**, the law firm of **Florio, Perrucci, Steinhardt & Fader** has the expertise and experience to provide professional services to the Fort Lee Board of Education (hereinafter referred to as the "Board"); and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.26, **Florio, Perrucci, Steinhardt & Fader** has filed the required Chapter 271 Political Contribution Disclosure Form;

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education approves the appointment of **Florio, Perrucci, Steinhardt & Fader as Construction Attorneys for Construction Services at a rate of \$175. per hour.**

**NOW, THEREFORE, BE IT RESOLVED** that the Board appoints the law firm of **Florio, Perrucci, Steinhardt & Fader** as Construction Attorneys until the next Reorganization Meeting in accordance with the terms and conditions set forth in the Agreement which is attached hereto and made a part thereof. The Board President, the Board Secretary and the Interim Board Secretary (until May 6, 2014), are hereby authorized to execute the agreement and any and all other documents necessary to effectuate the terms of this resolution. The Board Secretary and the Interim Board Secretary (until May 6, 2014), is hereby directed to publish a notice of this Award in the official newspaper of the Board.

**LEGAL NOTICE****FORT LEE SCHOOL DISTRICT BOARD OF EDUCATION  
COUNTY OF BERGEN, STATE OF NEW JERSEY**

**PLEASE TAKE NOTICE** that the Fort Lee Board of Education School District appoints the law firm of **Florio, Perrucci, Steinhardt & Fader, as Construction Attorneys** for the period of January 6, 2014 – the next Reorganization Meeting in January 2015. The appointment qualifies as a professional service for which the district is not required to publicly advertise for bids in accordance with N.J.S.A. 18A: 18A-5. As Construction Attorneys, the firm will provide legal services at no increase in cost to the district at an hourly rate of \$175.00 per hour. The resolution appointing **Florio, Perrucci, Steinhardt & Fader** and the terms of their appointment are on file and available for public inspection at the District Office.

DATED: January 6, 2014

Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPOINTMENT OF BOARD SECRETARY**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education approves the appointment of the **Board Secretary, David L. Rinderknecht from January 6, 2014 through May 5, 2014.**

DATED:            January 6, 2014

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPROVING THE CHART OF ACCOUNTS FOR THE 2014 CALENDAR YEAR**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education moves to approve the minimum **CHART OF ACCOUNTS** as per **NJAC 6A:23-2.12** for the 2014 calendar year, January 1, 2014 through December 31, 2014.

DATED: January 6, 2014

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Motion by: Mr. David Sarnoff

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			



**CURRICULUM & INSTRUCTION COMMITTEE**

**#1CUR**

RESOLUTION NO. 26009

**APPROVAL OF CLASS TRIPS AT NO COST TO THE DISTRICT**

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

DATED: January 6, 2014  
Attachment

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Motion by: Ms. Helen Yoon

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**CLASS TRIPS  
BOARD AGENDA OF 1/6/14**

<b>Teacher Name</b>	<b>District Location</b>	<b>Grade/Dept</b>	<b>Destination</b>	<b>City/State</b>	<b>Trip Date</b>	<b>Number of Pupils</b>	<b>Cost to District</b>	<b>Total Cost To Pupil</b>	<b>Notes</b>
Kim, K., Pagano, C.	HS	9th - 12th Grade	School No. 3	Fort Lee, NJ	1/31/2014	26	N/A	N/A	
<b>TOTAL</b>							<b>\$0.00</b>		

**FINANCE COMMITTEE**

#1F

RESOLUTION NO. 26010

**APPROVAL - CURRENT BILLS LIST TOTALING \$817,220.99**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the payment of the claims on the **current bills list** in the amount of **\$817,220.99** for January 2014 (computer checks).

DATED: January 6, 2014  
Attachment

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\*Please note that Mr. Joseph Surace abstained from one name.

Motion by: Mr. Joseph Surace

Seconded by: Mr. Peter Suh

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

JANUARY 2014 COMPUTER CHECKS  
MEETING DATE: 1/6/14

**PAYROLL**

<u>PAY DATE</u>	<u>CK #</u>	<u>AMOUNT</u>	WIRE TRANSFER WIRE TRANSFER
		\$ -	FICA STATE/BOARD WIRE
<b>TOTAL PAYROLL</b>		\$ -	
<b>TOTAL AGENCY MANUAL CHECKS</b>		\$ -	
<b>MANUALS</b>		\$ -	
<b>ELECTRONIC TRANSFERS</b>		\$ -	
<b>SUB TOTALS MANUALS</b>		\$ -	
<b>TOTAL COMPUTER AGENCY CHECKS</b>		\$ -	
<b>TOTAL COMPUTER CHECKS</b>		\$ 817,220.99	
<b>TOTAL COMPUTER ATHLETIC CHECKS</b>		\$ -	
<b>TOTAL VOIDS</b>		\$ -	
<b>GRAND TOTAL</b>		\$ 817,220.99	

# Fort Lee Board of Education

## Bills And Claims Report By Vendor Name

va\_bill5.5  
11/18/2013

1/6/14

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type * Check Description	Check # Check Amount
<b>Pending Payments</b>					
ABBINGTON TRACK CLUB, INC/ 7092	1314-1464	11-402-100-800-08-000/ OTHER OBJECTS		CF ENTRY FEE-FROSH-NOVICE MEET	334.00
	1314-1470	11-402-100-800-08-000/ OTHER OBJECTS		CF ENTRY FEE-VARSITY CLASSIC	278.00
<b>Total for ABBINGTON TRACK CLUB, INC/ 7092</b>					<b>\$612.00</b>
ABC TOWING INC/ 4270	1314-1443	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 99169	35.00
ALLIED PRINTING, CO, INC./ 6888	1314-1318	11-000-230-592-20-000/ MISC PURCH-PRINTING		CF INV 43586	490.00
	1314-0852	11-000-240-600-03-000/ SCH 3 GENERAL SUPPLIES		CF INV 42906	192.00
<b>Total for ALLIED PRINTING, CO, INC./ 6888</b>					<b>\$682.00</b>
AMATO, SHARON/ 3172	1314-1483	11-000-230-580-20-000/ CENTRAL OFF-TRAVEL		CF 11/22/13	13.53
	1314-1390	11-000-230-580-20-000/ CENTRAL OFF-TRAVEL		CF ATLANTIC CITY CONVENTION	229.00
<b>Total for AMATO, SHARON/ 3172</b>					<b>\$242.53</b>
AMERICAN MATHEMATICS COMPETION/ 4896	1314-1461	11-401-100-800-07-000/ OTHER OBJECTS-HS		CP INV H145560	151.00
		11-401-100-800-07-000/ OTHER OBJECTS-HS		CF INV H145561	161.00
<b>Total for AMERICAN MATHEMATICS COMPETION/ 4896</b>					<b>\$312.00</b>
AMY, ASHLEY/ 8561	1314-0707	11-000-216-320-60-000/ RELATED SERVICES		CP DEC 2013	90.00
APPLE COMPUTER/ 6885	1314-1397	20-246-100-610-30-000/ TITLE 3 IMM-INST SUP		CP INV 4264882384	1,996.00
		20-246-100-610-30-000/ TITLE 3 IMM-INST SUP		CP INV 4263233016	396.00
		20-246-100-610-30-000/ TITLE 3 IMM-INST SUP		CF INV 4265757664	316.00
<b>Total for APPLE COMPUTER/ 6885</b>					<b>\$2,708.00</b>
AT&T LONG DISTANCE/ 1004	1314-0149	11-000-230-530-10-722/ TELEPHONE		CP ACCT# 0303697878001-DEC13	447.09
AVAYA, INC/ 5922	1314-0148	11-000-230-530-10-722/ TELEPHONE		CP ACCT# 0101911994-DEC13	69.88
BABES TAXI/EAST COAST CAR, CO./ 1170	1314-1519	11-000-270-512-07-000/ TRANSP TO/FROM HS		CF INV 3496	125.90

\* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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Page 1

# Fort Lee Board of Education

## Bills And Claims Report By Vendor Name

va\_bill5.5  
11/18/2013

1/6/14

Vendor # / Name	PO #	Account # / Description	Inv #	Check	Check #	Check Amount
				Type * Check Description		
<b>Pending Payments</b>						
BANYAN SCHOOL, INC./ 6889	1314-0740	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	JAN 2014	4,874.94
	1314-0741	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	JAN 2014	5,614.77
				<b>Total for BANYAN SCHOOL, INC./ 6889</b>		<b>\$10,489.71</b>
BARNES & NOBLE, INC./ 1192	1314-1226	11-190-100-610-02-014/ WORKBKs WHOLE LANG		CF	INV 2704414	255.20
BAYADA HOME HEALTH, INC./ 8420	1314-0591	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 8960680	960.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 8978996	1,600.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 8997567	1,600.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 9015572	320.00
				<b>Total for BAYADA HOME HEALTH, INC./ 8420</b>		<b>\$4,480.00</b>
BERGEN COUNTY ETTC/ 5087	1314-1437	11-000-252-580-50-000/ TRAVEL		CF	INV 2014119	200.00
BERGEN COUNTY MATH/ 1214	1314-1444	11-401-100-800-07-000/ OTHER OBJECTS-HS		CF	INV 109636	90.00
BERGEN COUNTY SCD/ 4786	1314-0882	11-000-100-565-60-000/ TUITION-CSSD		CP	DEC 2013	11,310.00
BERGEN COUNTY TECHNICAL SCHOOL/ 4078	1314-1027	11-000-100-563-30-062/ TUITION-VOC-TETER		CP	DEC 13	19,600.00
		11-000-100-563-30-063/ TUITION-VOC-ACADEMY		CP	DEC 13	28,700.00
		11-000-100-564-60-000/ TUITION-SP ED-VOC TECH		CP	DEC 13	6,525.00
		20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	DEC 13	9,391.67
				<b>Total for BERGEN COUNTY TECHNICAL SCHOOL/ 4078</b>		<b>\$64,216.67</b>
BERGEN TRACK & FIELD ASSOC./ 8506	1314-1514	11-402-100-800-08-000/ OTHER OBJECTS		CF	ENTY FEE-RELAY CARNIVAL	524.00
BERGEN TRACK & FIELD, LLC/ 8570	1314-1515	11-402-100-800-08-000/ OTHER OBJECTS		CF	ENTRY FEE-INVITATIONAL MEET	415.00
	1314-1462	11-402-100-800-08-000/ OTHER OBJECTS		CF	ENTRY FEE-HOLIDAY FESTIVAL	480.00
				<b>Total for BERGEN TRACK &amp; FIELD, LLC/ 8570</b>		<b>\$895.00</b>
BINGHAM COMMUNICATIONS, INC./ 6049	1213-2591	12-000-400-450-90-970/ HS GYMNASIUM		CF	INV 27320	19,989.00

\* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial



# Fort Lee Board of Education

## Bills And Claims Report By Vendor Name

va\_bill5.5  
11/18/2013

1/6/14

Vendor # / Name	PO #	Account # / Description	Inv #	Check		Check #	Check Amount
				Type *	Check Description		
<b>Pending Payments</b>							
BOGOTA GOLF CENTER INC./ 5914	1314-1499	11-402-100-800-08-000/ OTHER OBJECTS		CF	SPRING GOLF-FEE		400.00
BRAIN POP/FWD MEDIA INC/ 5852	1314-1281	11-190-100-610-04-014/ WORKBS WHOLE LANG.		CF	INV 99571		1,780.75
	1314-1072	11-190-100-610-03-027/ WORKBKBS SCIENCE		CF	INV 99473		2,095.00
				<b>Total for BRAIN POP/FWD MEDIA INC/ 5852</b>			<b>\$3,875.75</b>
CAPPIELLO, DEANNA/ 8725	1314-1472	11-000-219-580-60-000/ CST-TRAVEL		CP	OCT 13		15.00
		11-000-219-580-60-000/ CST-TRAVEL		CF	NOV 13		8.43
				<b>Total for CAPPIELLO, DEANNA/ 8725</b>			<b>\$23.43</b>
CARRIER CLINIC, INC./ 8685	1314-1095	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	DEC 2013		4,727.85
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	SEPT 2013		5,358.23
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	NOV 2013		5,043.04
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	JAN 2014		6,618.99
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	OCT 2013		6,934.18
				<b>Total for CARRIER CLINIC, INC./ 8685</b>			<b>\$28,682.29</b>
CATAPULT LEARNING,LLC/ 6117	1314-1191	20-509-200-320-30-000/ N/P NURSING		CP	INV CLO49518-NOV13		1,505.40
CHANCELLOR ACADEMY I ,CORP INC/ 3367	1314-0830	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 140208-JAN 14		13,146.00
CHILDREN'S THERAPY CTR/CEREBRAL PALSYS/ 6277	1314-0800	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 14526-JAN 14		8,294.00
		20-250-200-320-60-000/ IDEA-BASIC-PUR PROF SVC		CP	INV 14525-JAN 14		2,200.00
	1314-1208	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 14423-DEC 2013		5,985.00
		20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 14454-JAN 2014		8,778.00
				<b>Total for CHILDREN'S THERAPY CTR/CEREBRAL PALSYS/ 6277</b>			<b>\$25,257.00</b>
COLA, RACHEL/ 6741	1314-1476	11-000-219-580-60-000/ CST-TRAVEL		CF	NOV 13		23.62
COLLEGE BOARD-COLLEGE BOUND SENIORS/ 7034	1314-0643	11-000-218-600-07-000/ GUIDANCE SUP-HS		CF	HS CODE 310395		270.00

\* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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				Type *	Check Description		
<b>Pending Payments</b>							
CORE BTS, INC./ 8498	1314-1268	11-000-222-600-07-019/ LIBRARY SUP/BKS/PERIODIC		CP	INV 133532		2,722.92
		11-000-222-600-07-019/ LIBRARY SUP/BKS/PERIODIC		CF	INV 133097		68.19
		<b>Total for CORE BTS, INC./ 8498</b>					
DANIELLO, ROBERT/ 8733	1314-1477	11-000-240-580-06-000/ TRAVEL-MS		CF	ATLANTIC CITY CONVENTION		146.53
DAVID ADAMS/MATLAMPS/ 8694	1314-1121	12-000-400-450-40-000/ CAPITAL PROJECTS		CF	MAT HOIST		875.00
DE LAGE LANDEN FINANC SRV INC./ 8502	1314-0144	11-190-100-440-10-998/ COPIER RENTAL		CP	INV 20370812-JAN 14		3,188.00
DELTA DENTAL OF N J, INC./ 1448	1314-1020	11-000-291-270-10-256/ DENTAL BENEFITS		CP	NOV 2013		48,863.88
		11-000-291-270-10-256/ DENTAL BENEFITS		CP	DEC 2013		45,790.68
		<b>Total for DELTA DENTAL OF N J, INC./ 1448</b>					
DYNAMIC THERAP SERV CORP./ 6692	1314-0935	11-000-216-320-60-000/ RELATED SERVICES		CP	INV 20131120003029-NOV 13		1,350.00
		11-000-216-320-60-000/ RELATED SERVICES		CP	INV 20131205003065-NOV 13		1,260.00
		11-000-216-320-60-000/ RELATED SERVICES		CP	INV 20131203003048-NOV 13		2,295.00
		11-000-216-320-60-000/ RELATED SERVICES		CP	INV 20131210003073-NOV 13		1,912.50
<b>Total for DYNAMIC THERAP SERV CORP./ 6692</b>						<b>\$6,817.50</b>	
E.M.C. CONSTRUCTION, LLC/ 8565	1314-0644	11-190-100-400-50-021/ PURCHASED TECHNICAL SERV		CF	INV 821301		2,650.00
ECLC OF NEW JERSEY, CORP/ 1540	1314-0745	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	JAN 14		16,219.35
	1314-0744	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP	INV 41297-JAN 14		5,013.75
<b>Total for ECLC OF NEW JERSEY, CORP/ 1540</b>							<b>\$21,233.10</b>
ENGLEWOOD PUBLIC SCHOOL DISTRICT/ 7992	1314-1137	11-000-270-511-10-272/ CNTRCTD TRANS PUBLIC		CP	INV 2511-NOV 13		1,597.50
ENVIROCON, LLC/ 8423	1213-2305A	30-000-413-450-04-000/ HVAC SCH4		CP	PROJ 12-7966-APPL 6		10,335.29
FEDERAL EXPRESS CORP/ 1723	1314-1574	11-000-230-530-10-721/ POSTAGE-CENTRAL OFFICE		CF	INV 248953094		29.68
FIRST STUDENT, INC/ 5689	1314-0685	11-000-270-511-10-271/ CNTRCTD TRANS N/P		CP	INV 506GH0195013-DEC13		2,886.84

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<b>Pending Payments</b>						
FIRST STUDENT, INC/ 5689		11-000-270-511-10-272/ CNTRCTD TRANS PUBLIC		CP INV 506GH0195013-DEC13		2,448.72
		11-000-270-514-10-000/ TRANSP-SP ED		CP INV 506GH0195013-DEC13		10,972.26
	1314-1455	11-000-270-512-08-000/ TRANSP-ATHLETIC		CF INV 13095063		8,403.55
	1314-1451	11-000-270-512-07-000/ TRANSP TO/FROM HS		CF INV 13095065		5,784.89
<b>Total for FIRST STUDENT, INC/ 5689</b>						<b>\$30,496.26</b>
FOCUS/OCCUP THERAPY CTR, INC/ 6340	1314-0853	11-000-216-320-60-000/ RELATED SERVICES		CP NOV 13		2,800.00
FORT LEE BOE - SPECIAL ACCT/ 3813	1314-1412	11-000-240-600-06-000/ MS GENERAL SUPPLIES		CF INV 20145		23.75
	1314-1450	11-401-100-600-07-000/ STDNT ACT HS-SUPPLIES		CP INV 20148		80.00
		11-401-100-600-07-000/ STDNT ACT HS-SUPPLIES		CF INV 20149		216.00
<b>Total for FORT LEE BOE - SPECIAL ACCT/ 3813</b>						<b>\$319.75</b>
FORTE, LISA/ 7610	1314-1474	11-000-219-580-60-000/ CST-TRAVEL		CF NOV 13		16.06
FORUM SCHOOL/ 1783	1314-1034	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP DEC 13		11,691.45
FRANKS TRUCK CENTER INC./ 7715	1314-1435	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 196345		215.59
	1314-1366	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CP INV 196371		361.07
		11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 196241		53.97
	1314-1347	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 192668		129.25
	1314-1529	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 197176		288.54
	1314-1509	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 197102		594.60
	1314-1501	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 197064		285.08
<b>Total for FRANKS TRUCK CENTER INC./ 7715</b>						<b>\$1,928.10</b>
FREY SCIENTIFIC/DELTA EDUCATION LLC/ 1092	1314-0347	11-190-100-610-06-027/ SCIENCE		CF INV 202501064124		87.80
GENERAL ASP, INC/ 7395	1314-1384	11-000-251-340-10-290/ PURCH TECH-APPLITRACK		CF INV 45602		2,900.00
GOOD TALKING PEOPLE, LLC/ 4850	1314-0814	11-000-216-320-60-000/ RELATED SERVICES		CP INV 1601-NOV 13		225.00
		11-000-216-320-60-000/ RELATED SERVICES		CP INV 1426-NOV 13		130.00

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<b>Pending Payments</b>						
GOOD TALKING PEOPLE, LLC/ 4850		11-000-216-320-60-000/ RELATED SERVICES		CP INV 1595-NOV 13		150.00
		11-000-216-320-60-000/ RELATED SERVICES		CP INV 1460-NOV 13		150.00
		11-000-216-320-60-000/ RELATED SERVICES		CP INV 1599-NOV 13		75.00
		11-000-216-320-60-000/ RELATED SERVICES		CP INV 1609-NOV 13		75.00
<b>Total for GOOD TALKING PEOPLE, LLC/ 4850</b>						<b>\$805.00</b>
GOOGLE, INC./ 8388	1314-0059	11-190-100-400-50-021/ PURCHASED TECHNICAL SERV		CF INV 200092210		5,000.00
GREAT A&P TEA COMPANY/ 7237	1314-1518	11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545763		83.90
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545764		64.51
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545762		13.06
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545765		104.12
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545757		196.74
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545758		11.28
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M548491		72.74
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545756		3.97
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545749		8.98
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M528492		20.66
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M548432		6.87
		11-190-100-610-07-031/ HOME EC. SUPL		CP INV M545751		86.72
		11-190-100-610-07-031/ HOME EC. SUPL		CF INV M545761		22.53
		<b>Total for GREAT A&amp;P TEA COMPANY/ 7237</b>				
GROTH MUSIC/ 7229	1314-1280	11-190-100-610-04-008/ MUSIC SUPL		CF INV 2122801		446.15
HAHN, ILAN/ 7450	1314-1399	11-190-100-400-04-072/ PUR TECHSRV-PIANO		CF SCHOOL 4 REPAIR		1,200.00
HANSON, STEPHANIE/ 6664	1314-1473	11-000-219-580-60-000/ CST-TRAVEL		CF NOV 13		27.28
HOHOKUS SCHOOL OF TRADE & TECH.SCHOOL/ 8701	1314-1275	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP NOV 2013		880.00
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP SEPT 2013		880.00
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP OCT 2013		1,155.00
		11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP DEC 2013		770.00

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<b>Pending Payments</b>						
<b>Total for HOHOKUS SCHOOL OF TRADE &amp; TECH.SCHOOL/ 8701</b>						<b>\$3,685.00</b>
HUNTERDON COUNTY EDUC.SERV./ 5290	1314-1011	11-000-219-600-60-000/ CST SUPPLIES		CP INV 14-00416		238.44
JCC ON THE PALISADES, CORP/ 4538	1314-0833	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP JAN 2014		5,668.30
JOHN F. KENNEDY HIGH SCHOOL/ 8734	1314-1489	11-402-100-800-08-000/ OTHER OBJECTS		CF ENTRY FEE-COACHES VS CANCER		200.00
KELVIN LP/ 6414	1314-1249	11-190-100-610-06-030/ INDUST. TECH SUPL		CF INV 248619		782.98
	1314-1259	11-190-100-610-06-030/ INDUST. TECH SUPL		CF INV 248620		363.00
<b>Total for KELVIN LP/ 6414</b>						<b>\$1,145.98</b>
KIDS' THERAPY PLACE, LLC/ 7220	1314-0889	11-000-216-320-60-000/ RELATED SERVICES		CP INV 5333		990.00
KIDWIND PROJECT, INC./ 8704	1314-1248	11-190-100-610-06-030/ INDUST. TECH SUPL		CF INV 19942		883.98
LEARNERS' COMPASS, LLC/ 8626	1314-0939	11-000-216-320-60-000/ RELATED SERVICES		CP INV 12312010-392-NOV 13		5,232.25
LEARNING CNTR EXCEPT. INC/ 2296	1314-1033	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP JAN 14		18,751.32
LEE & LOW BOOKS, INC./ 8696	1314-1140	20-234-200-600-30-200/ TITLE 1 C/O-SUP-PT INV		CF INV 53322		448.75
LEGACY CONSTRUCTION MANAGEMENT, INC./ 8589	1213-2173A	30-000-418-390-06-000/ ADD MS OTHER PROF FEE		CP INV 479-NOV 13		17,770.00
LEONIA BOARD OF E/ 2315	1314-0909	11-000-216-320-60-000/ RELATED SERVICES		CP INV 140076		630.00
		11-000-216-320-60-000/ RELATED SERVICES		CP INV 140079		189.00
<b>Total for LEONIA BOARD OF E/ 2315</b>						<b>\$819.00</b>
LEXISNEXIS RISK SOL FL, INC/ 8263	1314-1527	11-000-211-600-20-000/ SUPPLIES		CF INV 20131130		145.00
LODI LANES, LLC/ 8512	1314-1467	11-402-100-800-08-000/ OTHER OBJECTS		CP 1-1-10		84.00
		11-402-100-800-08-000/ OTHER OBJECTS		CF 1-1-13		105.00

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<b>Pending Payments</b>						
<b>Total for LODI LANES, LLC/ 8512</b>						<b>\$189.00</b>
MALLIK, APARNA MD/ 6271	1314-0526	11-000-216-320-60-000/ RELATED SERVICES		CP ID# 81169A461-MB		400.00
		11-000-216-320-60-000/ RELATED SERVICES		CP ID# 810720A461-YJ		400.00
		11-000-216-320-60-000/ RELATED SERVICES		CP ID# 81423A461-VT		400.00
<b>Total for MALLIK, APARNA MD/ 6271</b>						<b>\$1,200.00</b>
MIELLO, MICHAEL A./ 8737	1314-1537	11-402-100-800-08-000/ OTHER OBJECTS		CF INV 513		300.00
MORGRAN NJ HOLDINGS, LLC/ 8333	1314-0226	11-000-262-622-10-000/ ENERGY-ELECTRICITY		CP INV 120113-28		343.28
NATIONAL EDUCATIONAL MUSIC CO./ 8456	1314-1495	11-190-100-400-06-026/ PURCH TECH SERV-MUSIC		CF INV 507708		75.00
	1314-1265	11-190-100-400-06-026/ PURCH TECH SERV-MUSIC		CF INV 507186		100.00
	1314-1479	11-190-100-610-07-024/ BAND/MUSIC SUPL		CF INV 772		112.50
<b>Total for NATIONAL EDUCATIONAL MUSIC CO./ 8456</b>						<b>\$287.50</b>
NCS PEARSON, INC/ 7968	1314-1293	11-000-211-300-50-000/ STUDENT MGMT		CF INV 4211723		3,960.00
NEW ALLIANCE ACADEMY/ 7445	1314-0831	20-254-100-560-60-000/ IDEA C/O-TUITION		CP INV 2203-JAN 14		7,497.00
NEW JERSEY SCIENCE LEAGUE/ 4099	1314-1449	11-401-100-800-07-000/ OTHER OBJECTS-HS		CF INV 145		270.00
NJACAC, INC. ASSOCIATION/ 3696	1314-0513	11-000-218-890-07-000/ MISC EXPENDITURES		CF INV 1249		200.00
NJECC, INC./ 6718	1314-1353	11-000-252-800-50-000/ OTHER OBJECTS		CF INV 5920		525.00
NORTH JERSEY MEDIA GROUP, INC./ 5436	1314-1538	11-000-230-592-20-725/ MISC PURCH-ADS		CF AD# 3589859		135.57
NORTH JERSEY SPECIAL EDUCATION/ 8662	1314-1013	11-000-219-600-60-000/ CST SUPPLIES		CF ANNUAL DUES		200.00
NORTHERN VALLEY REGIONAL HS/ 5132	1314-0761	11-000-216-320-60-000/ RELATED SERVICES		CP NOV 13		180.00

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<b>Pending Payments</b>						
OFFICE TEAM/ 6794	1314-1141	11-000-230-339-10-100/ OTHER PURCHASED PROFESSI		CP INV 39276675		439.14
		11-000-230-339-10-100/ OTHER PURCHASED PROFESSI		CP INV 39301427		439.14
		11-000-230-339-10-100/ OTHER PURCHASED PROFESSI		CP INV 39339785		472.92
		11-000-230-339-10-100/ OTHER PURCHASED PROFESSI		CP INV 39312327		315.28
<b>Total for OFFICE TEAM/ 6794</b>						<b>\$1,666.48</b>
PARENT DOOR HARDWARE,INC/ 2810	1314-1113	11-190-100-610-06-000/ GENERAL SUPPLIES		CF A9087		750.00
PARRA, JOHN/ 8714	1314-1371	20-231-200-320-30-200/ TITLE 1-PUR SVC-PARENT		CF INV 111		550.00
PEARSON EDUCATION, INC./ 3193	1314-1505	11-190-100-610-01-014/ WORKBKKS WHOLE LANG		CP INV 4022401830		4,707.29
		11-190-100-610-01-014/ WORKBKKS WHOLE LANG		CP INV 4022409749		388.48
		11-190-100-610-01-014/ WORKBKKS WHOLE LANG		CP INV 4022427321		1,457.51
		11-190-100-610-01-014/ WORKBKKS WHOLE LANG		CP INV 4022644372		971.68
		11-190-100-610-01-014/ WORKBKKS WHOLE LANG		CF INV 4022652755		1,457.51
<b>Total for PEARSON EDUCATION, INC./ 3193</b>						<b>\$8,982.47</b>
PEARSON EDUCATION, INC./ 6680	1314-0550	11-190-100-610-01-017/ WORKBKKS MATH		CF INV 4022564737		2,803.95
PEOPLES PUBLISHING GROUP, INC./ 4323	1314-1357	11-190-100-610-03-014/ WORKBKKS WHOLE LANG		CF INV I0484779		6,417.42
	1314-1434	20-234-100-610-30-001/ TITLE 1 C/O-GEN SUP1		CF INV I0484591		1,204.50
<b>Total for PEOPLES PUBLISHING GROUP, INC./ 4323</b>						<b>\$7,621.92</b>
PERRONE, ANTONIO N./ 5414	1314-1316	11-000-262-890-40-000/ OTHER OBJECTS		CF BOILER LICENSE REIMB.		80.00
PHONAK LLC/ 5501	1314-0813	11-000-219-600-60-000/ CST SUPPLIES		CP INV 5197807779		265.74
		11-000-219-600-60-000/ CST SUPPLIES		CF INV 5197799235		44.65
	1314-0016	11-000-219-390-60-000/ PUR TECH SRV		CF INV 5197408013		495.00
<b>Total for PHONAK LLC/ 5501</b>						<b>\$805.39</b>
PITNEY/BOWES (LEASE), LLC/ 2887	1314-0005	11-000-230-530-10-996/ POSTAGE-MS MAINT/RENT		CP INV 9374183-DEC13		198.00
		11-000-230-530-10-997/ POSTAGE-HS MAINT/RENT		CP INV 9374209-DEC13		198.00
		11-000-230-530-10-998/ POSTAGE-CO MAINT/RENT		CP INV 9372633-DEC13		472.00
<b>Total for PITNEY/BOWES (LEASE), LLC/ 2887</b>						<b>\$868.00</b>

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<b>Pending Payments</b>						
PRITCHARD INDUSTRIES INC/ 7813	1314-0138	11-000-262-420-40-400/ PRITCHARD-CLEAN/ MAINT		CP INV 20008085-OT		1,036.00
PRO-ED, INC./ 2940	1314-1322	11-204-100-610-60-000/ LLD- SUPPLIES		CF INV B0208648		21.95
PSAT/COLLEGE BOARD/ 4931	1314-1247	11-000-218-390-07-000/ TESTING-HS		CF SCORING		5,248.00
R & D PROMOTIONS, LLC/ 4584	1314-1267	11-000-240-890-06-000/ MISC EXPENDITURES		CF INV 10731		322.00
READY NURSE STAFFING SERVICES/ 8499	1314-1269	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP INV 193137		3,360.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP INV 193772		4,144.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP INV 194627		2,442.00
				<b>Total for READY NURSE STAFFING SERVICES/ 8499</b>		<b>\$9,946.00</b>
REALLY GOOD STUFF, INC./ 5977	1314-1402	11-190-100-610-04-000/ GENERAL SUPPLIES		CP INV 4572549		66.91
		11-190-100-610-04-000/ GENERAL SUPPLIES		CF INV 4575101		41.97
				<b>Total for REALLY GOOD STUFF, INC./ 5977</b>		<b>\$108.88</b>
RICKARD REHABILITATION SERVICES, INC./ 3050	1314-0609	11-000-216-320-60-000/ RELATED SERVICES		CP NOV 2013		18,992.50
RIDGEFIELD BD.OF/ 3051	1314-1028	11-000-100-562-60-000/ TUITION-OTHER LEA-SP ED		CP JAN 2014		52,942.20
		20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP JAN 14		11,868.40
				<b>Total for RIDGEFIELD BD.OF/ 3051</b>		<b>\$64,810.60</b>
RUGGIERO, JASON/ 5908	1314-1336	11-000-252-580-50-000/ TRAVEL		CF ATLANTIC CITY CONVENTION		125.78
S. BERGEN JOINTURE COMMISSION/ 3978	1314-0787	11-000-270-511-10-271/ CNTRCTD TRANS N/P		CP INV 43671		4,473.68
		11-000-270-511-10-272/ CNTRCTD TRANS PUBLIC		CP INV 43692		5,985.40
		11-000-270-514-10-000/ TRANSP-SP ED		CP INV 43770		29,584.25
		11-000-270-514-10-000/ TRANSP-SP ED		CP INV 43721		15,539.98
				<b>Total for S. BERGEN JOINTURE COMMISSION/ 3978</b>		<b>\$55,583.31</b>

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<b>Pending Payments</b>						
SAMUEL FRENCH, INC./ 4638	1314-0245	11-401-100-600-07-000/ STDNT ACT HS-SUPPLIES		CF ID# 10008714		218.63
	1314-0249	11-401-100-600-07-000/ STDNT ACT HS-SUPPLIES		CF INV 10015629		163.32
<b>Total for SAMUEL FRENCH, INC./ 4638</b>						<b>\$381.95</b>
SCANTRON CORPORATION/ 3132	1314-1340	11-000-218-390-06-000/ TESTING-MS		CF INV 6252462		275.30
SCHOOL HEALTH SUPPLY CO./ 3140	1314-1206	11-000-213-600-01-000/ HEALTH SUP SCH #1		CP INV 2752213-00		214.01
		11-000-213-600-01-000/ HEALTH SUP SCH #1		CF INV 2762732-00		198.99
<b>Total for SCHOOL HEALTH SUPPLY CO./ 3140</b>						<b>\$413.00</b>
SCHWAAB, INC./ 4481	1314-1500	11-000-251-600-10-000/ SUPPLIES		CF INV D33438		75.97
SMART AUTO & TRUCK CNTR, INC./ 7675	1314-1511	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 22005		101.00
	1314-1436	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CP INV 21893		66.00
		11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 21892		66.00
	1314-1348	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF INV 21712		96.00
<b>Total for SMART AUTO &amp; TRUCK CNTR, INC./ 7675</b>						<b>\$329.00</b>
SOUTHERN COMPUTER WAREHOUSE INC./ 8687	1314-1223	11-000-252-600-50-000/ SUPPLIES		CP INV 133125		1,655.11
		11-000-252-600-50-000/ SUPPLIES		CP INV 133142		895.50
		11-000-252-600-50-000/ SUPPLIES		CP INV 133153		1,523.25
		11-000-252-600-50-000/ SUPPLIES		CP INV 133273		111.52
		11-000-252-600-50-000/ SUPPLIES		CP INV 133491		75.30
		11-000-252-600-50-000/ SUPPLIES		CF INV 133157		387.80
<b>Total for SOUTHERN COMPUTER WAREHOUSE INC./ 8687</b>						<b>\$4,648.48</b>
SPARTAN CONSTRUCTION, INC./ 6795	1314-1394	30-000-414-450-04-000/ ROOF SCH4		CF INV 2013-007		3,000.00
SSP ARCHITECTURAL GROUP/ 7060	1213-2108	12-000-400-334-40-000/ FA & CS ARCH/ENG SVCS		CP PROJ# 7990-INV 8		1,234.33
	1112-2676	30-000-401-334-07-000/ WINDOWSFLHS-ARCH/ENG FEE		CP PROJ 7969-INV 13		1,045.94
		30-000-418-334-06-000/ ADD MS ARCH/ENG FEE		CP PROJ 7968-INV 13		19,596.00

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

# Fort Lee Board of Education

## Bills And Claims Report By Vendor Name

va\_bill5.5  
11/18/2013

1/6/14

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type * Check Description	Check #	Check Amount
<b>Pending Payments</b>						
SSP ARCHITECTURAL GROUP/ 7060		30-000-418-334-06-000/ ADD MS ARCH/ENG FEE		CP PROJ 7968-INV 12		39,193.14
		30-000-419-334-06-000/ ALT MS ARCH/ENG FEE		CP PROJ 7967-INV 13		3,334.50
		30-000-419-334-06-000/ ALT MS ARCH/ENG FEE		CP PROJ 7967-INV 12		6,669.00
				<b>Total for SSP ARCHITECTURAL GROUP/ 7060</b>		<b>\$71,072.91</b>
STAPLES ADVANTAGE(STATE CONTRACT)/ 7817	1314-1542	11-000-230-610-20-000/ CENTRAL OFF-SUPPLIES		CF INV 3217250338		87.00
		11-000-251-600-10-000/ SUPPLIES		CF INV 3217250338		59.62
				<b>Total for STAPLES ADVANTAGE(STATE CONTRACT)/ 7817</b>		<b>\$146.62</b>
STAUM, MARK COUNSELING SERVICES/ 8657	1314-0818	11-000-216-320-60-000/ RELATED SERVICES		CP NOV 13		435.00
STEPHENSON, MARY/ 7976	1314-1453	11-190-100-580-06-000/ TRAVEL		CF OCT 2013		10.91
STERICYCLE/ 5707	1314-1369	11-000-213-600-01-000/ HEALTH SUP SCH #1		CF INV 1004668414		302.25
SYSTEMS 3000, INC./ 3324	1314-0141	11-000-251-330-10-290/ PURCH PROF-SYSTEMS 3000		CF INV S-0148101		10,223.00
TERRANOVA GROUP, INC/ 4880	1314-0944	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP JAN 2014		6,090.00
	1314-0742	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP INV 140391-JAN 14		31,605.00
				<b>Total for TERRANOVA GROUP, INC/ 4880</b>		<b>\$37,695.00</b>
THERAPY TREE, LLC/ 8646	1314-0941	11-000-216-320-60-000/ RELATED SERVICES		CP INV 1424-NOV 13		7,560.00
UFS PERSONNEL CORP./ 8454	1314-0875	11-000-266-300-10-000/ SECURITY-PROF/TECH		CP INV 111413-1012		1,247.85
		11-000-266-300-10-000/ SECURITY-PROF/TECH		CP INV 112113-1027		3,245.00
		11-000-266-300-10-000/ SECURITY-PROF/TECH		CP INV 112813-1041		2,448.50
		11-000-266-300-10-000/ SECURITY-PROF/TECH		CP INV 120513-1043		2,596.00
				<b>Total for UFS PERSONNEL CORP./ 8454</b>		<b>\$9,537.35</b>
VERIZON BUS NET SRV INC/ 7592	1314-0090	11-000-252-340-10-000/ PUR TECH-INTERNET		CP ID# Y2717690-DEC13		812.40
		11-000-252-340-10-000/ PUR TECH-INTERNET		CP ID# Y2717689-DEC13		1,960.19
				<b>Total for VERIZON BUS NET SRV INC/ 7592</b>		<b>\$2,772.59</b>

\* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

# Fort Lee Board of Education

## Bills And Claims Report By Vendor Name

va\_bill5.5  
11/18/2013

1/6/14

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type * Check Description	Check #	Check Amount
<b>Pending Payments</b>						
VERIZON WIRELESS, LLC/ 5334	1314-0091	11-000-230-530-10-722/ TELEPHONE		CF ACCT# 486362762-DEC13		2,049.48
VISION SERVICE PLAN/ 4374	1314-1019	11-000-291-270-10-260/ VISION BENEFITS		CP NOV 2013		5,482.35
		11-000-291-270-10-260/ VISION BENEFITS		CP DEC 2013		6,243.13
<b>Total for VISION SERVICE PLAN/ 4374</b>						<b>\$11,725.48</b>
W.B. MASON, CO, INC/ 5255	1314-0391	11-190-100-610-01-000/ GENERAL SUPPLIES		CF INV I13399152		3,683.05
YOUTH CONSULTATION SERV,CORP(YCS/ 6193	1314-0828	11-000-100-566-60-000/ TUITION PRIV. W/ STATE		CP INV 33096-NOV13		5,605.38
<b>Total for Pending Payments</b>						<b>\$817,220.99</b>

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

Run on 12/20/2013 at 10:03:40 AM

# Fort Lee Board of Education

## Bills And Claims Report By Vendor Name

va\_bill5.5  
11/18/2013

1/6/14

*Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.* Run on 12/20/2013 at 10:03:40 AM

Fund Summary		Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10			11	\$620,602.07				\$620,602.07
10			12	\$22,098.33				\$22,098.33
Fund 10			TOTAL	\$642,700.40				\$642,700.40
20			20	\$73,576.72				\$73,576.72
30			30	\$100,943.87				\$100,943.87
GRAND			TOTAL	\$817,220.99	\$0.00	\$0.00	\$0.00	\$817,220.99

Chairman Finance Committee

Member Finance Committee



**APPROVAL OF BEHAVIOR THERAPY ASSOCIATES  
AS ADDITIONAL RELATED SERVICE PROVIDER FOR 2013-2014**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the following addition to the list of **Related Service Providers** for the 2013-2014 school year:

<b>Service Provider</b>	<b>Fees</b>
Behavior Therapy Associates Towne Park Professional Center 35 Clyde Road, Suite 101 Somerset, NJ 08873 (732) 873-1212	Fees as per attached Functional Behavior Assessment and Behavior Intervention Plan submitted by Dr. Lisa Spano

DATED: January 6, 2014  
Attachment

Motion by: Mrs. Candace Romba

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

# Behavior Therapy

ASSOCIATES

ESTABLISHED 1979

**Steven B. Gordon, Ph.D., ABPP**

Executive Director

Board Certified in Cognitive & Behavioral Psychology  
Clinical Psychologist  
NJ Lic. #936

**Michael C. Selbst, Ph.D., BCBA-D**

Director

Board Certified Behavior Analyst – Doctoral  
Certified School Psychologist  
NJ Lic. #3779, PA Lic. #9320, BCBA-D #1-10-6986

**Michael J. Asher, Ph.D., ABPP**

Coordinator of Consultation Services

Board Certified in Cognitive & Behavioral Psychology  
Clinical Psychologist, NJ Lic. #2792

**Debra G. Salzman, Ph.D.**

Clinical Psychologist

NJ Lic. #3160

**Mark Cooperberg, Ph.D.**

Clinical Psychologist

NJ Lic. #4365

**Rory A. Panter, Psy.D.**

Clinical Psychologist

NJ Lic. #4904

**Suzanne Buchanan, Psy.D., BCBA-D**

Board Certified Behavior Analyst – Doctoral

Clinical Psychologist

NJ Lic. #4265, BCBA-D #1-00-0313

**Rita Gordon M.Ed, BCBA**

Board Certified Behavior Analyst

BCBA #1-03-1300

## Functional Behavior Assessment and Behavior Intervention Plan

December 10, 2013

Ms. Anne Marie Bruder  
Director of Special Services  
Fort Lee Public Schools  
265 Whiteman Street  
Fort Lee, New Jersey 07024

Dear Ms. Bruder:

This letter serves as a contract for me to complete a Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP) for a student from the Fort Lee School District. To move forward with scheduling and completing this assessment, I need to secure this signed contract by the responsible party who will be paying for the assessment (i.e., the district) and a completed parent consent form. Services will include:

- 1) Observation of student in school (approx. 2 hours)
- 2) Parent Interview (approx 1 hour)
- 3) Teacher/Staff Interviews (approx 1 hour)
- 4) Record Review
- 5) FBA and BIP report

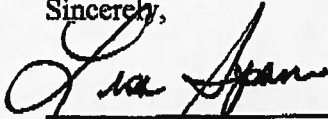
Behavior Therapy Associates ♦ Towne Park Professional Center ♦ 35 Clyde Road - Suite 101 ♦ Somerset, NJ 08873  
(P) 732-873-1212 ♦ (F) 732-873-2584 ♦ [info@BehaviorTherapyAssociates.com](mailto:info@BehaviorTherapyAssociates.com) ♦ [www.BehaviorTherapyAssociates.com](http://www.BehaviorTherapyAssociates.com)

*BTA provides clinical services, consultation, and training using evidence-based approaches within the context of sensitivity and compassion, while recognizing the uniqueness of each individual and setting.*

1HWS

The total fee for this service is \$2150. Please understand that services will be provided that are appropriate in my professional opinion. If there are requests for any additional services such as observations of additional programs, formal testing, court appearance and/or preparation for court, training/in-service, etc, this would be billed at the same hourly rate. I look forward to having the opportunity to complete this assessment for your student. To confirm that the district provides consent to this service, please have the representative sign at the bottom and return this contract to me as soon as possible. You can also feel free to contact me at the office at (732) 873-1212 with any questions. Thank you in advance for your cooperation.

Sincerely,

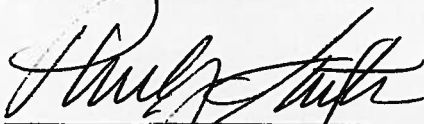


12/10/13

Lisa Spano, Psy.D., BCBA-D  
NJ Lic. #4991  
BCBA-D #1-05-2397

Date

*My signature below indicates that I understand the above proposal and agree to the services as described. I understand the nature and purpose of the service and have asked any questions or discussed any concerns I have. I understand and agree that the district is contracting with Dr. Lisa Spano for this evaluation and is responsible for payment in full. I also understand that any cancellations or rescheduling of appointments with Dr. Lisa Spano made by the district, attorneys, parents, or school need to be made at least 24 hours in advance, otherwise the district will be billed for the scheduled time.*



District Authorized Signature

District Authorized Name & Date

12/12/13



**PERSONNEL COMMITTEE**

**#1P**

RESOLUTION NO. 26012

**APPROVAL - STAFF TRIPS AND CONFERENCES TOTALING \$2,880.04**

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

DATED: January 6, 2014  
Attachment

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Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**STAFF TRIPS AND CONFERENCES  
BOARD AGENDA OF 1/6/14**

First	Last Name	District Location	Conference	City, State	Dates	Total Cost Not to Exceed
William	Diaz II	CO	Bergen County Science Supervisors Workshop	Various Bergen County Locations	1/31,2/5,3/7/2014	N/A
James	Puliatte	HS	Bergen ETTC	New Rochelle, NJ	2/11/2014 (date revision)	\$75.00
Michael	Raftery	HS	Directors of Athletics Association of NJ/Conference	Atlantic City, NJ	3/26-29/2014	\$431.34
Tom	Hur	HS	Eastern Athletic Trainers' Association Workshop	Mashantucket, CT	1/10-13/2014	\$212.46
John	Coviello	HS	Legal One at MUJC	New Providence Township, NJ	1/7/2014 (date revision)	\$150.00
Debra	Brigida	HS	Measurement Inc./HSPA Training	Whippany, NJ	1/22/2014	N/A
John	Coviello	HS	Measurement Inc./HSPA Training	Whippany, NJ	1/22/2014	N/A
Rosemary	Giacomelli	S#1	NJ Leadership Conference	Monroe Township, NJ	1/8/2014	N/A
Cean	Spahn	MS	NJASCD: Every Student Tech Tools for PARCC	Monroe Township, NJ	2/4/2014	N/A
Klarissa	Bruno	HS	NJ Safe Schools Program - Designing & Implementing Student Training Plans	Morris Plains, NJ	1/22-24/2014 (date revision)	\$270.00
Klarissa	Bruno	HS	NJ Safe Schools Program - OSHA 10 Plus	Edison, NJ	1/30 & 31/2014 (date revision)	\$190.00
Laura	Caddell	HS	Pearson Master Schedule Building Workshop	Upper Saddle River, NJ	1/14 & 15/2014	\$522.63
John	Coviello	HS	Pearson Master Schedule Building Workshop	Upper Saddle River, NJ	1/14 & 15/2014	\$522.63
Lauren	Glynn	MS	Pearson Master Schedule Building Workshop	Upper Saddle River, NJ	1/14 & 1/15/2014	\$505.98
<b>TOTAL</b>						<b>\$2,880.04</b>



**APPOINTMENT OF MELANIE MARKARIAN  
AS ELEMENTARY TEACHER AT SCHOOL NO. 4**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education approves the appointment of **Melanie Markarian as Elementary Teacher at School No. 4** for the 2013-2014 school year, to be placed at **Step 1, Class BA, on the 2012-2013 Teachers' Guide, at an annual salary of \$54,000.00 prorated, pending negotiations**, effective January 7, 2014, due to the retirement of Barbara Simchick.

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes the Interim Superintendent of Schools to make application for approval of the employment of said employee 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 completion of a Criminal History Records Check, subject to the submission of a sworn statement by said employee in accord with N.J.S.A. 18A:6-7.1c(3).

**NOW THEREFORE, BE IT RESOLVED**, that this appointment is expressly contingent upon **Melanie Markarian** executing the Board's customary employment contract, containing a thirty (30) day termination clause.

DATED: January 6, 2014

Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**SALARY CORRECTION FOR MICHELLE DESIERVO  
AS 3/5TH BSI MATHEMATICS TEACHER AT SCHOOL NO. 3**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education approves the **salary correction** for the appointment of **Michelle DeSiervo as 3/5<sup>th</sup> BSI Mathematics Teacher at School No. 3** for the 2013-2014 school year, to be placed at **Step 1, Class BA, on the 2012-2013 Teachers' Guide, from an annual salary of \$29,545.54 prorated, pending negotiations, to be corrected to read \$29,454.54, pending negotiations, effective December 10, 2013.**

DATED: January 6, 2014

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Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**PLACEMENT OF STUDENT TEACHER FOR ATHLETIC TRAINING  
FOR SPRING 2014**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education approves the **placement of the following Student Teacher** during the Spring 2014 semester:

Referring University	Student Name	Type of Placement	Subject Area	# Hours Start-End	Months From-To	School Placed	Cooperating Teacher
WPU	Andrew Calore	Athletic Training	PE	120 hrs	1/7/14-5/31/14	HS	T. Hur

DATED: January 6, 2014

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Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPOINTMENT OF ADDITIONAL CO-CURRICULAR PERSONNEL FOR 2013-2014**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the **appointment of additional co-curricular personnel for the 2013-2014 school year**, as outlined below. All co-curricular appointments are subject to completion of all personnel documentation and fingerprinting process, prior to starting of said activities.

<b>2013-2014 Applicant</b>	<b>Co-Curricular Activity</b>	<b>Class</b>	<b>13-14 Stipend (Pending Negotiations)</b>	<b>Notes</b>
Stefanie Beretin	Math Club - MS	B	70% of \$3,161 = \$2,212.70	Prorated from 12/1/13 to 70% of stipend for 2013-2014 school year

DATED: January 6, 2014

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Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

<b>ROLL CALL</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAINED</b>
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**MEDICAL LEAVE FOR SUSAN GRGAS AS 1:1 AIDE AT SCHOOL NO. 2**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education hereby approves a **medical leave for Susan Grgas as a 1:1 Aide at School No. 2**, as follows:

- 5 accumulated sick days from January 2, 2014 through and including January 9, 2014, **with pay**; and
- 20 work days of Federal Family Leave from January 10, 2014 through and including February 7, 2014, **without pay\***; and

with the intention of returning to her paraprofessional responsibilities on February 8, 2014.

\* Federal and New Jersey Family Leave is **without pay** but provides for the retainment of health benefits contingent upon receipt of employee's percentage of premium, pursuant to Chapter 78 P.L. 2011, the Pension and Health Reform Law. Furthermore, during said leave, the employee may apply for New Jersey Family Leave Insurance benefits in which eligibility will be determined by the State of New Jersey.

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

DATED: January 6, 2014

Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**APPOINTMENT OF ADDITIONAL SUBSTITUTES FOR 2013-2014**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education hereby approves the appointment of the following as **Substitutes** for the 2013-2014 school year:

<b>Name</b>	<b>Position</b>
Meghan Mitchell	Substitute Teacher / Aide
Tracy Johnston	Substitute Teacher / Aide
Sean Patrick Miller	Substitute Aide

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

DATED: January 6, 2014

---

Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			



**APPROVAL OF JOB DESCRIPTION  
FOR SUPERVISOR OF DISTRICT GUIDANCE PROGRAMS K-12**

**BE IT RESOLVED**, that upon the recommendation of the Interim Superintendent of Schools, the Fort Lee Board of Education approves the attached job description for the following position:

**SUPERVISOR OF DISTRICT GUIDANCE PROGRAMS K-12**

DATED: January 6, 2014  
Attachment

Motion by: Mrs. Candace Romba

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MR. JEFF WEINBERG	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

**TITLE: SUPERVISOR OF DISTRICT GUIDANCE PROGRAMS K-12**

- QUALIFICATIONS:**
1. NJ Standard Certificate for Supervisor, Principal, Director of Pupil Personnel Services or Director of School Counseling.
  2. Master's Degree in a related area (e.g., Student Personnel Services, School Counseling)
  3. Minimum of five years successful experience in public school student personnel work
  4. Experience as a Supervisor of Guidance or a guidance counselor strongly preferred
  5. Strong skill set in human relations, communications, problem solving and organization.
  6. Such alternatives to the above that the Board of Education finds to be appropriate and acceptable

**REPORTS TO:** Director of Curriculum and Instruction

**SUPERVISES:** K-12 Guidance Department

**JOB GOAL:** To support the District's instructional program by coordinating and supervising school counseling, pupil personnel services and guidance activities which are designed to assist students in their academic, social, and emotional development consistent with the goals set forth by the Board of Education and within the resources provided

- PERFORMANCE RESPONSIBILITIES:**
1. **Coordination of Guidance Activities**
    - a. Coordinate the development, implementation and evaluation of a school counseling program and student community service program that is comprehensive in scope, preventive in design, and developmental in nature;
    - b. Compile, update and disseminate a comprehensive description of the K-12 Guidance Program including policies, procedures and other components;
    - c. Work closely with district principals in the design and implementation of the school master schedules;
    - d. Plan and conduct the scheduling process for students in all grades
    - e. Oversee the K-12 student information system to ensure that relevant, up-to-date information is maintained in accordance with NJ State and Federal law, Board policy, and district procedures;
    - f. Conduct ongoing follow-up studies of dropouts and graduates and communicates data to relevant audiences;
    - g. With building principals, the Director of Curriculum and Instruction, and the Director of Special Services, coordinate elementary, middle and high school programs of study;
    - h. Provide academic and non-academic post-high school opportunity information through mini-college fairs, individual appointments, print documents, audio-visual and online materials to all students;
    - i. Oversee the application process (for post-high school education, armed services, scholarships, etc.) and ensure the timely submission of high quality documents;
    - j. Identify and address the needs of special populations through special guidance programs and other activities (i.e., at-risk youth, disaffected

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- students, students making the transition from eighth to ninth grade);
- k. Oversee the implementation of NJ State law and regulation, Board policies and school procedures in the Guidance Department;
  - l. Provide for articulation of the School Counseling and Guidance programs by conducting regular meetings for K-12 counselors;
  - m. Ensure that appropriate records are maintained by counselors to track student progress, note counseling services provided, and generate necessary NJ State and District reports; and
  - n. Maintain communications with offices and agencies that provide specialized help to students and parents.
- 2. Personnel Administration**
- a. Participate in recruiting, screening, interviewing and recommending new counselors for the District; and
  - b. Supervise and evaluate guidance counselors and office staff in accordance with NJ State law, Board policy and contractual agreements in accordance with Teach NJ law and regulations.
- 3. Testing and Assessment**
- a. Coordinate with district Principals and Elementary Test Coordinator while overseeing the District testing program, preparing information/data as requested, and interpreting the results of tests for school personnel, the Board of Education, parents and other related audiences;
  - b. Collaborate with the Director of Curriculum and Instruction on the development and implementation of a comprehensive K-12 assessment program, the selection of testing instruments, the design of alternative assessments, and the use of testing data to drive instruction in accordance with Teach NJ law, regulations and district policy; and
  - c. Work in cooperation with other administrators in the District to coordinate the District's testing/assessment program and coordinate appropriate intervention programs for High School students who do not pass the NJ State graduation test.
- 4. Staff Development**
- a. Facilitate the participation of the guidance staff in professional development experiences to enhance their job-related knowledge and skills; and
  - b. Conduct in-service training for district programs as required.
- 5. School and Community Relations**
- a. Promote on-going, two-way communications with students, school personnel, parents and others to enhance the guidance services program and the school district;
  - b. Prepare and disseminates guidance-related literature and publications (e.g., School Profile);
  - c. Participate in related administrative and curriculum meetings for administrators, supervisors, and department chairs;
  - d. Facilitate articulation experiences for guidance and other staff; and
  - e. Participate in relevant administrative meetings conducted by the Superintendent and Assistant Superintendent.
- 6. Counseling**
- f. Oversee counseling of students in their academic, personal, and social development consistent with the policies and goals of the Board and within the resources provided by the Board

**7. Professional Development**

- a. Continue own professional growth and development through memberships; attendance at relevant meetings, workshops and conferences; enrollment in advanced courses; and similar activities;
- b. Stay up-to-date with changes and developments in the profession by attending professional workshops and meetings, reading professional journals and other publications, and participating in other experiences; and
- c. Represents the District at relevant local, Bergen County and NJ State guidance meetings.

**8. Other**

- f* Perform other related duties as may be assigned by the Superintendent and Assistant Superintendent

**TERMS OF  
EMPLOYMENT:**

Twelve-month position; salary to be determined by the Board of Education

**EVALUATION:**

Performance of this job will be evaluated annually in accordance with statute and Board policy.