

BOARD

#1B

RESOLUTION NO. 25598

APPROVAL OF TUITION SETTLEMENT

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves a settlement with the parents of **ZL for Special Education tuition** and authorizes the Board Secretary to execute the agreement.

DATED: June 10, 2013

*Please note that Mr. Peter Suh and Mr. Joseph Surace voted NAY.

Motion by: Mrs. Esther Han Silver

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

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

EDUCATIONAL PLACEMENT SETTLEMENT

This Agreement made on _____, by and between the Fort Lee District of Education (the District) located at ~~255 Whiteman Street~~ ^{1175 Lemming Ave}, Fort Lee, NJ 07024 and Khadja and Hassan Laaroussi (the Parents) residing at 1315 Selden Place, Fort Lee, NJ 07024.

WHEREAS, the Parents are domiciled within the Fort Lee High School District; and

WHEREAS, Z.L is an educationally disabled student as defined in N.J.A.C. 6A:14-1.1 et seq., under the category of Multiple Disabilities; and

WHEREAS, the Fort Lee Public School District (the "District") is the local educational authority with the responsibility of providing a free, appropriate public education to Z.L.; and

WHEREAS, on July 18, 2012, K.L. and H.L. (the Parents) unilaterally placed Z.L. at the Aspen Institute for Behavioral Assessment in Syracuse, Utah without notice or collaboration with the District; and

WHEREAS, thereafter, on September 7, 2012, K.L. and H.L. (the Parents) unilaterally placed Z.L. at Northwest Academy, a therapeutic residential high school in Idaho without notice or collaboration with the District; and

WHEREAS a dispute exists between the parties as to Z.L.'s program and placement for the academic year of 2012-2013 and the 2013 Extended School Year;

WHEREAS, the parties have negotiated in good faith and have a desire to settle the matter in an amicable way, without admitting any deficiencies in the evaluation, eligibility, program and placement previously offered to Z.L. by the District;

NOW THEREFORE, in consideration of the following covenants, promises and obligations, it is hereby agreed by and between the parties as follows:

1. From September 7, 2012 through ~~August~~ ^{October} 30, 2013, or as long as Z.L attends the program and the program remains appropriate, whichever is sooner, the District agrees to pay for the educational and clinical costs of Z.L.'s placement at the Northwest Academy. Said costs are estimated to be \$5106.00 per month. The District shall immediately contact the Northwest Academy and enter into a contract to pay said fees on behalf of Z.L.
2. Petitioner shall be solely responsible for the cost of the residential component and transportation fees and any other costs associated with Z.L.'s placement at the Northwest Academy through ~~August~~ ^{October} 2013. Any and all costs over and above the District's financial contribution associated with Z.L.'s education, as set forth in Paragraph 1, shall be the sole responsibility of the Petitioners.

3. Z.L. is considered a nonpublic school student placed unilaterally in a private program by Petitioners. As a nonpublic student, the District shall have no educational responsibility for Z.L., except under the circumstances set forth in Paragraph 5 below. The District shall not develop an I.E.P. nor monitor Z.L.'s progress or program and the like. The District's sole responsibility regarding Z.L. while Z.L. is enrolled at Northwest Academy is the reimbursement specified in paragraphs 1. Petitioners expressly acknowledge their understanding that the District's financial contribution to Z.L.'s placement as set forth herein represents the District's entire obligation to provide Z.L. with a free appropriate public education through ~~August~~ ^{October} of 2013 so long as Z.L. attends the Northwest Academy. *October / KL*
4. Z.L. shall graduate from Northwest Academy no later than ~~August 30~~ ^{October}, 2013 and shall receive a high school diploma from Northwest Academy. The District will not be responsible for any part of the cost of an extension to Z.L.'s attendance at Northwest Academy beyond August 30, 2013. *October / KL*
5. Should Z.L. cease attending the Northwest Academy for any reason prior to ~~August 30~~ ^{October}, 2013, Petitioner will notify the District as soon as practical. The District shall convene a planning meeting with Z.L.'s parents within twenty (20) days and both parties shall retain all of their rights under the Individuals with Disabilities Education Act as to any subsequent recommendations. *October / KL*
6. All terms and conditions of this Agreement, including the financial contribution provided herein, are specifically contingent upon the parents' continued domicile in the Fort Lee Public School District.
7. This Agreement is made without any admission of liability or responsibility by any party hereto and shall not be construed as an admission by the District that it did not offer an appropriate program and/or placement or any procedural deficiency therein to Z.L.
8. This Agreement and all of its terms and conditions shall remain confidential to the maximum extent permitted by law. It is understood that the terms of the Agreement will be shared with the Northwest Academy.
9. In consideration of the settlement of the captioned matter, Parents shall release the District, as well as its current or former employees/Board members, from any and all claims, rights and liability, including but not limited to any and all claims for attorney's fees, compensatory education, money damages, civil liability, or any other equitable or legal relief through ~~August~~ ^{October}, 2013 school year. *October / KL*
10. In consideration of the settlement of the captioned matter, Parents waive their right to take any action against the District, its current or former employees/Board members, including but not limited to, administrative actions, civil actions, complaint investigations, OCR investigations, or any other action through ~~August~~ ^{October}, 2013, except as same may relate to *October / KL*

enforcement of this Agreement.

11. This Agreement and Release will not be modified in whole or in part except by a mutual subsequent written and signed Agreement.

12. It is acknowledged that this Agreement has been entered into freely, willingly and voluntarily, without duress or coercion, and with the opportunity to consult with counsel of each party's choosing. Petitioners acknowledge that they understand the contents of this Agreement; they were able to review it with their counsel, Emerson Dickman, Esq. prior to signing this Agreement and are satisfied with his representation in this matter.

13. This Agreement shall be interpreted, enforced and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

14. This Agreement may be signed by the parties in counterparts on separate copies of the Agreement and all signature pages shall be incorporated into the parties' Agreement as if all of the signatures are affixed on one (1) page.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2013.

Khadija Laaroussi
By: Khadija Laaroussi, individually and o/b/o Z.L.

DATED: 5/17/13

Mansour Verdrell
Witness for K.L.

DATED: 5/17/13

LAAROUSSE, HASSANE
By: Hassan Laaroussi, individually and o/b/o Z.L.

DATED: 5/15/13

[Signature]
Witness for Witness for H.L.

DATED: 5/15/13

By: FORT LEE PUBLIC SCHOOL DISTRICT
DISTRICT OF EDUCATION

BY: _____

DATED: _____

Witness for DISTRICT

DATED: _____

COMMITTEE OF THE WHOLE

#1CW

RESOLUTION NO. 25599

**ACKNOWLEDGMENT OF 2013 TEACHER/EDUCATIONAL SERVICES
PROFESSIONAL RECOGNITION PROGRAM AWARD RECIPIENTS
AND DISTRICT TEACHER OF THE YEAR**

BE IT RESOLVED, the Fort Lee Board of Education acknowledges the following teaching staff members as the **award recipients for the Bergen County 2013 Teacher/Educational Services Professionals Recognition Awards Program** in recognition of their outstanding educational services impacting student achievement and quality of Fort Lee Public Schools:

School No. 1	Maria Rivera
School No. 2	Stacey Margolies
School No. 3	Sandra Kein
School No. 4	Alexis Callanan
Lewis F. Cole Middle School	Stefanie Yundi
Fort Lee High School	James Puliatte

BE IT FURTHER RESOLVED, the Fort Lee Board of Education acknowledges **Jodi Etra as the award recipient of the New Jersey Department of Education 2013 District Teacher of the Year Program**. This program recognizes and honors the contributions of outstanding classroom teacher leaders (Pre-K through grade 12) who possess a special talent for inspiring a love of learning in students of all backgrounds and abilities.

DATED: June 10, 2013

Motion by: Mr. Peter Suh

Seconded by: Mr. Joseph Surace

Motion Passed

Motion Failed

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

BUILDINGS & GROUNDS COMMITTEE

#1B&G

RESOLUTION NO. 25600

SOIL TESTING FOR LEWIS F. COLE MIDDLE SCHOOL ADDITION PROJECT

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves the attached **proposal for Soil Testing for the Lewis F. Cole Middle School addition project.**

DATED: June 10, 2013
Attachment

Motion by: Mr. Joseph Surace

Seconded by: Mrs. Candace Romba

Motion Passed

Motion Failed

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

KARL & ASSOCIATES, INC.

Environmental & Occupational Health Consultants



May 21, 2013

Mr. Jack DeNichilo
Supervisor of Buildings & Grounds
Fort Lee Board of Education
2175 Lemoine Avenue, 6th Floor
Fort Lee, NJ 07024

**Re: Proposal for Site Investigation
Lewis F. Cole Middle School
467 Stillwell Avenue
Fort Lee, NJ 07024
NJDEP Case Numbers: 95-08-17-1348-00 and 07-07-27-1413-14
Karl & Associates, Inc. Proposal No. P13-0625**

Dear Mr. DeNichilo:

Karl & Associates, Inc. (Karl & Associates) is pleased to provide this proposal to Fort Lee Board of Education ("Client") to execute a Site Investigation at the Lewis F. Cole Middle School located at 467 Stillwell Avenue in the Borough of Fort Lee, Bergen County, New Jersey ("Site"). The Site Investigation will address the three (3) areas of concern (AOCs) as identified in the Preliminary Assessment Report prepared by Karl & Associates in May 2013.

We are a fully licensed and insured organization to which safety and regulatory compliance is paramount, this has resulted in Karl & Associates performing only best practices on all of our projects.

BACKGROUND

In May 2013, Karl & Associates performed a Preliminary Assessment of the Site in general accordance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (N.J.A.C. 7:26E). The Preliminary Assessment identified the following AOCs which require further investigation:



AOC 1: Former 10,000-gallon Heating Oil #4 UST with Remote Fill

According to a Remedial Action Report (RAR) reviewed by Karl & Associates, one (1) 10,000-gallon underground storage tank (UST) containing heating oil #4 was removed from the western side of the school building in August 1995. Soil samples collected from along the remote fill line were identified to exceed NJDEP soil cleanup criteria. The incident was recorded under NJDEP Case Number 95-08-17-1348-00. The remote fill piping and surrounding soils were subsequently excavated in September 1996. According to the RAR, post-excavation soil sample results were below NJDEP soil cleanup criteria and no groundwater was encountered at the Site. However, Karl & Associates' review of the RAR identified that the report erroneously reported soil sample results below the remediation standards. Karl & Associates recommended that a Site Investigation be performed regarding this AOC.

AOC 2: 2007 Soil Sampling Investigation

Limited soil sampling performed on soils excavated from the Site in 2007 identified the presence of several Polycyclic Aromatic Hydrocarbons (PAHs) at concentrations exceeding the NJDEP Residential and Non-Residential Direct Contact Soil Remediation Standards. Some excavated soils were reportedly returned to the excavation. The results of the soil sampling were reported to the NJDEP and recorded under NJDEP Case Number 07-07-27-1413-14. Karl & Associates recommended that a Site Investigation be performed regarding this AOC.

AOC 3: Historic Fill Material

Karl & Associates' review of the document entitled Historic Fill of the Central Park Quadrangle (Historic Fill Map HFM-43), as prepared by the NJDEP, dated 2004, identified that the far southwest corner of the Site appeared to be located within a mapped area of historic fill material. The area is currently occupied by a portion of the school football field. Karl & Associates recommended that a Site Investigation be performed regarding this AOC.

The following scope of services has been developed to execute a Site Investigation which will allow for the development of a Remedial Action Work Plan (RAW) in order to clear the Site of open environmental issues prior to the redevelopment of the Site.



SCOPE OF SERVICES

1.0 Health and Safety Plan

As required by the Occupational Safety and Health Administration (OSHA), Karl & Associates will prepare a Health and Safety Plan (HASP) for the project to cover the proposed investigation field work. By New Jersey Law, the NJ One-Call utility locator system must be notified to provide a mark out of existing underground utilities prior to the start of any field work. The NJ One-Call utility locator system requires three (3) business days after the request is received to complete the mark out. The NJ One-Call utility locator system may or may not mark out utilities on a private property. Karl & Associates will not be responsible for damage to any utilities. If we are engaged to perform this investigation, we request that you forward to us all available information regarding existing utilities in the work area.

2.0 Ground Penetrating Radar

Karl & Associates will manage Ground Penetrating Radar (GPR) services to aid in the identification of buried utilities located within the vicinity of the areas of investigation. The location of all identified utilities will be marked on the ground. Karl & Associates will provide professional oversight of all GPR activities at the Site.

3.0 Licensed Site Remediation Professional

Karl & Associates will retain a Licensed Site Remediation Professional (LSRP) to oversee project activities. In accordance with the NJDEP, LSRPs are required to oversee remediation of contaminated sites according to the NJDEP's applicable standards and regulations for responsible parties. LSRPs are subject to a strict code of conduct established in a protective manner of human health, safety, and the environment.

4.0 Soil Investigation

AOC 1: Former 10,000-gallon Heating Oil Number 4 UST with Remote Fill

In order to obtain a Response Action Outcome (RAO) – Unrestricted Use, the UST grave should be re-sampled in accordance with the current NJDEP remediation regulations to confirm that all matters to the former UST are complete and compliant.

To complete this investigation, Karl & Associates will retain an environmental driller to install up to six (6) borings to an approximate depth of 12 feet below ground surface (bgs) along the centerline of the UST grave. Extracted soils will be continuously monitored for visual and/or olfactory indications of impact. One (1) discrete soil sample will be collected from each boring equivalent to the location of the former tank invert. All samples will be placed on ice and submitted to a NJ Certified Laboratory for analysis of Extractable Petroleum Hydrocarbons (EPH). Two (2) contingent samples will also be analyzed for



PAHs. All work will be performed under the full-time supervision of the LSRP and Karl & Associates Environmental Professionals.

AOC 2: 2007 Soil Sampling Investigation

In lieu of performing an extensive soil remediation, a Remedial Investigation (RI) should be performed to fully delineate the extent of PAH impacts. The remediation goal is to develop a RAO – Restricted Use for the soils and implement an engineering/institutional control remedy for this area.

To complete this investigation, Karl & Associates will retain an environmental driller to install up to eight (8) borings to an approximate depth of 12 feet bgs along the perimeter of the suspect area to confirm the horizontal and vertical extent of the PAH impact. Extracted soils will be continuously monitored for visual and/or olfactory indications of impact. Soil samples collected from the borings will be placed on ice and submitted to a NJ Certified Laboratory for analysis of PAHs. All work will be performed under the full-time supervision of the LSRP and Karl & Associates Environmental Professionals.

AOC 3: Historic Fill Material

In lieu of performing an extensive soil remediation, a RI should be performed to fully delineate the extent of impacts from historic fill material at the Site. The remediation goal is to develop a RAO – Restricted Use for the soils and implement an engineering/institutional control remedy.

To complete this investigation, Karl & Associates will retain an environmental driller to install up to eight (8) borings to an approximate depth of 12 feet bgs to identify the exact makeup of the historic fill. Extracted soils will be continuously monitored and field screened for the presence and concentration of VOCs using a portable photo-ionization detector (PID). Discrete soil samples will be collected from each soil type from each boring and will be placed on ice and submitted to a NJ Certified Laboratory for analysis of VOCs, PAHs, and Target Analyte List (TAL) Metals.. All work will be performed under the full-time supervision of the LSRP and Karl & Associates Environmental Professionals.

5.0 NJDEP Reporting

In collaboration with Karl & Associates, the LSRP will prepare a Site Investigation Report and Receptor Evaluation Report to include documentation of all site activities, soil boring logs, field measurements, and all analytical test results. The Site Investigation Report will either recommend No Further Action or additional remedial tasks. The LSRP will also prepare all associated NJDEP required forms. The completion of these tasks will place the Site into regulatory compliance until any additional tasks are required to be completed.



SITE RESTORATION

Soil borings will be backfilled with the cuttings brought to the surface during drilling and grout where needed. The scope of services and estimated fees do *not* include containerizing the cuttings and removing them off site. An asphalt plug will be placed at the ground surface to match the surrounding ground for those borings drilled through pavement. Some settlement of the backfilled and plugged boreholes may occur with time.

FEE ESTIMATE

Karl & Associates estimated fees to provide the scope of services outlined in this proposal are as follows:

Fort Lee Middle School Site Investigation - Estimated Costs				
ITEM	UNIT COST	QUANTITY	UNIT	TOTAL
PROJECT INITIATION & HEALTH AND SAFETY PLAN				
Karl - Environmental Professional	\$85.00	8	Hour	\$680.00
ON-SITE LABOR				
LSRP - On-Site Investigation	\$120.75	16	Hour	\$1,932.00
LSRP - Admin	\$51.75	2	Hour	\$103.50
Karl - Environmental Professional	\$85.00	30	Hour	\$2,550.00
EQUIPMENT				
Ground Penetrating Radar (Estimate 1 Day)	\$2,012.50	1	Day	\$2,012.50
GeoProbe (Estimate 22 Borings Over 2 Days)	\$4,616.10	1	Project	\$4,616.10
Photo Ionization Detector (PID)	\$97.75	2	Day	\$195.50
Sampling Support Vehicle	\$115.00	2	Day	\$230.00
Field Supplies	\$35.00	2	Day	\$70.00
LABORATORY ANALYTICAL - SOILS				
Volatile Organic Compounds (VOCs)	\$189.75	8	Each	\$1,518.00
Extractable Petroleum Hydrocarbons (EPH)	\$189.75	6	Each	\$1,138.50
Total Analyte List Metals (TAL Metals)	\$276.00	8	Each	\$2,208.00
Polycyclic Aromatic Hydrocarbons (PAHs)	\$224.25	18	Each	\$4,036.50
REPORTING				
NJDEP Submittals and Site Investigation Report	\$3,450.00	1	Each	\$3,450.00
Karl - Environmental Professional	\$85.00	20	Hour	\$1,700.00
TOTAL ESTIMATE				\$26,440.60

The fees provided above are for estimation purposes only. Any additional work resulting from unanticipated delays or scope changes will be charged on a time and material basis. Karl & Associates will present these changes to the Client for approval prior to commencing any additional work.

KARL & ASSOCIATES, INC.

Environmental & Occupational Health Consultants



Authorization to Proceed

The Fort Lee Board of Education located at 2175 Lemoine Avenue, 6th Floor, Fort Lee, NJ 07024, accepts this Karl & Associates, Inc. Proposal #: P13-0625, dated May 21, 2013 and hereby authorizes Karl & Associates, Inc. to provide the services described herein.

Name (Please Print)

Title

Signature

Date

KARL & ASSOCIATES, INC.
dba K&A ENVIRONMENTAL CONTRACTORS, INC.
STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** Karl & Associates, Inc.'s (Contractor") services are limited to those specifically noted in the attached agreement, proposal or purchase order ("Proposal"). The Proposal, these Standard Terms and Conditions, which are an integral part of the Proposal, and any other documents incorporated into the Proposal by specific reference, constitute the entire agreement ("Agreement") between Contractor and the undersigned customer ("Customer"), and supercede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of the Agreement.
2. **RELATIONSHIP OF THE PARTIES.** In providing services to Customer, Contractor will act in the capacity of an independent contractor, and nothing in the Agreement shall be construed to create a partnership, agency, joint venture, or any other relationship between the parties.
3. **WARRANTIES AND GUARENTEES.** Contractor makes no warranty or guarantee, either expressed or implied with respect to the services provided pursuant to the Agreement. Contractor will provide the services using the same standard of care that of any similar services provider doing similar work in the same area at the same time under similar conditions for the same purpose.
4. **LIMITATION OF LIABILITY.** Contractor's maximum liability relating to any services rendered pursuant to the Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to Contractor for the portion of its services giving rise to liability. In no event shall Contractor be liable for consequential, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if Contractor has been advised of their potential existence.
5. **INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless Contractor, (including its past, present and future personnel) from liability for claims, demands and suits for damages for personal injuries or death and property loss damage caused solely by the negligent acts or omissions or willful misconduct of Customer or Customer's agents, representatives or employees.
6. **CHANGES AND CONFLICTS.** Customer may, upon written notice to Contractor, ask Contractor to change the scope of the services described in the Proposal. If Contractor agrees to such change, Contractor will provide Customer with a written amendment to the Proposal describing the change and any effect of the change on the project schedule or cost. If Customer accepts the amendment, it will automatically become a part of this Agreement. In the event of any conflict between the proposal and these Standard Terms and Conditions, these Standard Terms and Conditions shall govern and control.
7. **FOURCE MAJEURE.** Contractor will not be responsible for delays attributable to: acts of God, Customer, or third parties; weather; intervention of governmental authorities; work stoppages; changes in applicable laws and regulations after the effective date of the Agreement; or any other acts, omissions or events beyond the reasonable control of Contractor.
8. **CITATION AND REFERENCE.** Customer agrees to allow Contractor to use Customer's name and a brief description of the services provided in advertisements, marketing materials, and statements of Contractor's qualifications and experience. Contractor will not provide detailed information or the name of a contact person for use as a reference without first obtaining Customer's approval.
9. **COMPENSATION AND PAYMENT.** Customer will pay Contractor for services rendered in the amount specified in the Proposal. Unless otherwise indicated, payments are due within 30 calendar days after the date of the invoice. Invoices not paid within 30 days will be considered to be overdue and will be subject to a late charge of 12 % per month of the overdue balance.
10. **GOVERNING LAW.** The Agreement between the parties and their rights and obligations there under shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

CURRICULUM & INSTRUCTION COMMITTEE

#1CUR

RESOLUTION NO. 25601

APPROVAL OF CLASS TRIPS
AT A COST TO THE DISTRICT OF \$3,359

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

DATED: June 10, 2013
Attachment

Motion by: Mr. Peter Suh

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

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

**CLASS TRIPS
BOARD AGENDA OF 6/10/13**

Teacher Name	District Location	Grade/Dept	Destination	City/State	Trip Date	Number of Pupils	Cost to District	Total Cost To Pupil	Notes
Findanis, A., Tavoularis, G., Tierno, A.	S#1	6th Grade	Dave & Busters	West Nyack, NY	6/14/2013	17	N/A	\$22.00	cost may be defrayed with funding from PTA
Oliver, K., Lombardo, D., Baker, B.	HS	11th Grade	Fairview Lake YMCA Camp	Newton, NJ	6/2-4/2013	18	\$3,359.00 cost revision	N/A	
Morales, N., Grossman, A., Accetta, C., Reinsdorf, J., DiFalco, C., Green, L.	S#1	4th Grade	Fort Lee Historic Park	Fort Lee, NJ	6/19/2013 Raindates: 6/20 & 21/2013	87	N/A	N/A	
TOTAL							\$3,359.00		

**APPROVAL OF DISTRICT COMMON CORE CURRICULM GOALS
AND REVISED CURRICULUM**

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves the attached **District Common Core Curriculum Goals and Revised Curriculum** as supplemented by the Common Core and New Jersey State Core Curriculum Content Standards.

DATED: June 10, 2013
Attachment - Goals & Curriculum on CD

Motion by: Mr. Peter Suh

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

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

District Common Core Curriculum Committee Goals

1. Decrease the percentage of partially proficient students with disabilities by 3% by June 2013
2. By September 1, 2013, 100% of staff will be trained in the new evaluation system, Teachscape.
3. By June 2013, 100% of the K-12 staff will develop lesson plans aligned to the Common Core State Standards.

DOCUMENTATION

- Meeting Minutes, agendas, and attendance forms for all faculty, grade level, curriculum meetings during which progress towards goals is discussed, monitored and evaluated.
- School Action Plans identifying SMART GOALS corresponding to District goals
SMART : Specific, Measureable, Attainable, Realistic, Timely

STRATEGIES

- District Common Core Curriculum Committee meets bi-monthly to determine progress regarding goals
- Establish Professional Learning Communities in schools
- Review assessment data during grade level and/or faculty meetings

Participants: Rosemarie Giacomelli, Marianela Martin, Jay Berman, Peter Emr, Robert Daniello, Priscilla Church, William Diaz, Diane Baker

FORT LEE PUBLIC SCHOOL - REVISED CURRICULUM

Acting I	Home Economics Grade 7	Phys Ed K-2	Social Studies K
Acting II	Home Economics Grade 8	Phys Ed 3-6	Social Studies 1
Acting III	Foods 1	Phys Ed 7-8	Social Studies 2
Acting IV	Foods 2	Phys Ed 9	Social Studies 3
Art Grades 7 & 8	Fashion and Design	Project Adventure 9	Social Studies 4
Art K	Interior Design	Phys Ed 10-12	Social Studies 5
Art Grades 1	Math K	Science K-6	World History 6
Art 2	Math 1	Science 7	World History 7
Art 3	Math 2	Honors Biology	Civics 8
Art 4	Math 3	Biology	US History I
Art 5	Math 4	AP Biology	US History I Honors
Art 6	Math 5	Genetics	US History II
Art HS 1	Math 6	Anatomy	US History II Honors
Art HS 2	Math 7	Chemistry	US History II AP
Art HS 3	Math 8	Honors Chemistry	World History Honors
Art HS 4-5	Algebra 1	AP Chemistry	Gifted and Talented/Project Primary
Art History	Algebra 2	Physics	Architectural Drawing and Design
Arts and Crafts	Pre Calculus	Honors Physics	Advanced Architectural Drawing and Design
Computer Programming I	Finite Math	AP Physics	Digital Photography
Computer Programming II	Financial Literacy	Environmental Science	Graphic Design
English Honors Contemp. Lit	Practical Math and Financial Literacy	Spanish 1-6 (grades)	Power Mechanics
Humanities-Western Literature	Geometry	Spanish 7	TV Production
Creative Writing	Music K	AP Spanish	Video Production
Euro Lit	General Music 1	Spanish 1	Woodworking
English Search for Identity	Music 2	Spanish 2	
English Grade 11	Music 3	Spanish 2 Honors	
English Grade 10	Music 4	Spanish 3	
English Grade 10 Honors	Music 5	Spanish 3 Honors	
English Grade 9	Music 6	Spanish 4	
English K	Band 4-6	Spanish 4 Honors	
English Grades 1	Strings 4-6	Italian 1	
English 2	Middle School Orchestra	Italian 2	
English 3	Unified Arts Grade 7	Italian 3	
English 4	Unified Arts Grade 8	Italian 4	
English 5	Honors Choir HS	World History 11	
English 6	Honors Wind Ensemble HS	World History AP	
English 7/7 Honors	Chorus HS	Sociology	
English 8/8 Honors	Orchestra HS	Facing History-Ourselves Gr 11-12	
AP Language and Composition		AP Government	

RENEWAL OF TEACHSCAPE PROPOSAL

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves the attached proposal with **TeachScape** in the amount of **\$39,498** for the **2013-2014** school year.

DATED: June 10, 2013

Attachment

Motion by: Mr. Peter Suh

Seconded by: Mrs. Esther Han Silver

Motion Passed

Motion Failed

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

C-3. Renewal Project Cost

Overall renewal cost is \$39,498. This includes:

- Teachscape *Focus*™ for Observers software licenses for 12 administrators
- Teachscape *Focus*™ for Teachers software licenses for 280 teachers
- Teachscape *Reflect*™ software licenses for a total of 292 teachers and administrators
- Teachscape *Learn*™ software licenses for all six (6) schools district wide
- Toll-free, email and web-based customer support for all users

Priced separately:

- Multidimensional Principal Performance Rubric for 10 administrators
- LoTi Principal Performance Rubric for 10 administrators
- Teachscape Product Webinar training - one session/25 or more participants
- Teachscape Product Face-to-Face Training
- Teachscape Product Workshops
- Teachscape Reflect Mini Camera Kit
- Face-to-face training from the Danielson Group (available under separate contract)

C-4. Costs Per Component of the Proposal

Fort Lee Renewal Pricing				
Description	Unit Price	Unit	Quantity	Total
Software				
Teachscape <i>Focus</i> for Observers - (Formerly known as Teachscape Framework for Teaching Proficiency System)	\$ 249	per user	12	\$ 2,988
Teachscape <i>Focus</i> for Teachers - (Formerly known as Teachscape Framework for Teaching Effectiveness Series)	\$ 36	per user	280	\$ 10,080
Teachscape <i>Learn</i> - LMS, Video, Professional Learning Suite, Learning Plans, Communities (Formerly known as Teachscape Professional Learning Suite)	\$ 2,799	per site	6	\$ 16,794
Teachscape <i>Reflect</i> - Classroom Walkthroughs (Formerly known as Teachscape <i>Walk</i> - included in district-wide purchase of Teachscape <i>Reflect</i>)	\$ -	per site		\$ -
Teachscape <i>Reflect</i> - In-Classroom Observation System - (Formerly known as Teachscape <i>Reflect</i> Live)	\$ 33	per user	292	\$ 9,636
*Danielson Group training available under separate contract				
Renewal total				\$ 39,498
Optional Services/Capabilities				
Description	Unit Price	Unit	Quantity	Total
Multidimensional Principal Performance Rubric (MPPR)	\$ 60	per user	10	\$ 600
LoTi Principal Evaluation Rubric	\$ 60	per user	10	\$ 600
Teachscape Product Webinar training - one session/25 or more participants	\$ 1,500	per cohort		
Teachscape Product Workshops	\$2850-\$4500	per cohort		
Teachscape Product Live Face-to-Face Training	\$ 2,850	per cohort		
Teachscape <i>Reflect</i> Mini Camera Kit	\$ 499	per kit		
Danielson Group Face-to-face Administrator Training	*Available under separate contract			
Danielson Group Face-to-face Teacher Training	Typical rate is \$4500 per day (\$4000 per day if three consecutive days are booked)			

FINANCE COMMITTEE

#1F

RESOLUTION NO. 25604

APPROVAL OF CHARTWELLS CONTRACT FOR 2013-2014

WHEREAS, the Fort Lee Board of Education, upon the recommendation of the Acting Superintendent of Schools, hereby awards the Food Service Management contract to **Chartwells School Dining Service for the 2013-2014** school year; and

NOW, THEREFORE, BE IT RESOLVED, that the Fort Lee Board of Education authorizes the School Business Administrator/Board Secretary to enter into a renewal contract for Food Service Management for the 2013-2014 school year with Chartwells at a **management fee of \$.1234** cents per meal served and meal equivalent during the 2013-2014 school year. The **administrative fee is \$.0717** for the 2013-2014 school year. Chartwells guarantees the return to the Fort Lee School District from the food service operations for the 2012-2013 school year to be **\$200,000**. If the annual operating statement shows a profit less than **\$200,000**, Chartwells will reduce its management fee by the difference between the actual and guaranteed amount, but in no event shall the reimbursement obligation exceed the amount of the Chartwells management fee as set forth above.

BE IT FURTHER RESOLVED that the Board of Education acknowledges the receipt of the Political Contribution Form as required by PL291.

DATED: June 10, 2013

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			
MR. CARMELO LUPPINO			X	
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

PROPOSED BREAKFAST AND LUNCH PRICES FOR 2013-2014

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board approves the following breakfast and lunch prices for the 2013-2014 school year.

Elementary Breakfast Paid	\$1.70	Elementary Breakfast Reduced	.30
Elementary Lunch Paid	\$2.50	Elementary Lunch Reduced	.40
Middle School Lunch Paid	\$2.65	Middle School Lunch Reduced	.40
High School Lunch Paid	\$2.75	High School Lunch Reduced	.40
Middle School Breakfast Paid	\$1.70	Middle School Breakfast Reduced	.30
Select Special Lunch	\$3.10		

DATED: June 10, 2013

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			
MR. CARMELO LUPPINO			X	
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

ACCEPTANCE OF DONATIONS

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education accepts the following donations:

Item	Amount	Donor	On Behalf Of
30 Google Chrome Books, Licensing & 1 Ergotron Tablet Charging Cart	\$9,923.57	PTA School No. 4	School No. 4
100 Backpacks	Approx. \$2,000.00	Ironman Triathlon	Athletic Department
TOTAL VALUE	\$11,923.57		

DATED: June 10, 2013

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			
MR. CARMELO LUPPINO			X	
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

PERSONNEL COMMITTEE

#1P

RESOLUTION NO. 25607

APPROVAL - STAFF TRIPS AND CONFERENCES
TOTALING \$531.39

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

DATED: June 10, 2013

Attachment

Motion by: Mrs. Holly Morell

Seconded by: Ms. Helen Yoon

Motion Passed

Motion Failed

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

**STAFF TRIPS AND CONFERENCES
BOARD AGENDA OF 6/10/13**

First	Last Name	District Location	Conference	City, State	Dates	Total Cost Not to Exceed
Patrick	Ambrosio	HS	Character Education Workshop	East Hanover, NJ	6/18/2013	N/A
Debra	Brigida	HS	Character Education Workshop	East Hanover, NJ	6/18/2013	N/A
Klarissa	Bruno	HS	NJSafe Schools Program	Morris Plains, NJ	6/11-13/2013	\$270.00
Sharon	Amato	CO	Seton Hall University-Alumni Superintendents' Luncheon	Maplewood, NJ	6/27/2013	\$16.29
Georgette	Manginelli	CO	Systems 3000 Workshop	Eatontown, NJ	6/24/2013	\$46.10
Eleni	Despotakis	HS	Teachscape Summer Institute	Tenafly, NJ	6/27/2013	\$199.00
TOTAL						\$531.39

**APPOINTMENT OF DEBRA BRIGIDA
AS PROJECT JUMP START COORDINATOR FOR SUMMER 2013**

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves **Debra Brigida as Project Jump Start Coordinator** for the 2013 Summer Program at a flat rate of \$7,000.00.

DATED: June 10, 2013

Motion by: Mrs. Holly Morell

Seconded by: Ms. Helen Yoon

Motion Passed

Motion Failed

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

SALARY CORRECTION FOR CHERYL KOVALICK AS OCCUPATIONAL THERAPY ASSISTANT (COTA) FOR THE CHILD STUDY TEAM FOR 2013-2014

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the salary correction for **Cheryl Kovalick as Certified Occupational Therapy Assistant (COTA) for the Child Study Team**, at an annual salary to be changed from \$63,342 to \$64,609 for the 2013-2014 school year.

DATED: June 10, 2013

Motion by: Mrs. Holly Morell

Seconded by: Ms. Helen Yoon

Motion Passed

Motion Failed

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

APPOINTMENT OF IRENE MIN
AS SUPERVISOR OF SECONDARY EDUCATION FOR 2013-2014

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the appointment of **Irene Min as Supervisor of Secondary Education** for the 2013-2014 school year, to be placed at **Step 3 of the 2011-2012 Supervisors' Salary Guide, pending negotiations, at an annual salary of \$107,217.00**, effective July 1, 2013.

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Acting Superintendent of Schools to make application for approval of the employment of **Irene Min** 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 **Irene Min** in accord with N.J.S.A. 18A:6-7.1c(3).

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

DATED: June 10, 2013

Motion by: Mrs. Holly Morell

Seconded by: Ms. Helen Yoon

Motion Passed

Motion Failed

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

APPOINTMENT OF INTERIM BUSINESS ADMINISTRATOR/BOARD SECRETARY

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves the employment of **Robert Brown as Interim Business Administrator/Board Secretary** effective July 1, 2013 through May 9, 2014 at a rate of \$525 per day, for 3 days per week with the option to work a fourth day based upon need or request of the Superintendent, subject to County Executive approval.

DATED: June 10, 2013
Rev. (2)

Motion by: Mrs. Holly Morell

Seconded by: Ms. Helen Yoon

Motion Passed

Motion Failed

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

RETIREMENT OF CHRIS SEBEKOS
AS PART-TIME CLERK TYPIST AT SCHOOL NO. 1

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education accepts the **retirement of Chris Sebekos as a Part-Time Clerk Typist at School No. 1**, effective June 30, 2013.

DATED: June 10, 2013

Motion by: Mrs. Holly Morell

Seconded by: Ms. Helen Yoon

Motion Passed

Motion Failed

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

WIRELESS SYSTEM UPGRADE

BE IT RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Fort Lee Board of Education approves the **purchase with High Point Solutions, Inc. (leased through Key Government Finance, Inc. under NJWSCA M-7000 #A83083)** for a district-wide wireless upgrade per the attached to be funded in the 2013-2014 budget.

DATED: June 10, 2013

Attachment

Motion by: Mrs. Candace Romba

Seconded by: Mr. David Sarnoff

Motion Passed

Motion Failed

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



HIGHPOINT SOLUTIONS

The Trusted Network and IT Solutions Provider

5 Gail Court
Sparta, NJ 07871
(973) 940-0040
(973) 940-0041 Fax
www.highpoint.com

May 28, 2013

Fort Lee Schools
1193 Anderson Avenue
Fort Lee, NJ 07024
(201) 585-4650
Jason Ruggiero

Quote Number:		
Product Number	Product Description	Price
	Summary Quote	
	Hardware, Services, Cabling, 1st year support	\$331,993.92
	Support--years 2 through 5	\$22,924.80
	Total Five Year Price to be Financed:	\$354,918.72
	Yearly Finance Payment (5years @ 2.34%)	\$74,252.73
	Please specify the following when creating a Purchase Order:	
	"Purchase made via NJ WSCA M-7000 Contract Participating Addendum #A83083 CISCO SYSTEMS"	

Regards,

Dennis Dorrity
High Point Solutions
(973) 940-6529
(973) 271-6881
ddorrity@highpoint.com

2013

Fort Lee Schools
1193 Anderson Avenue
Fort Lee, NJ 07024
(201) 585-4650
Jason Ruggiero

Quote Number: FL01-042213-WLAN and WAN w/ISE, CAT6, 1st yr support						
Product Number	Product Description	Qty	List Price	Price	Ext Price	Lead Times as of 6/4
Wireless Infrastructure						
AIR-CT5508-250-K9	Cisco 5508 Series Wireless Controller for up to 250 APs	1	\$64,995.00	\$29,247.75	\$29,247.75	2 weeks
CON-SNT-CT08250	SMARTNET 8X5XNBD Cisco 5508 Series	1	\$5,200.00	\$3,120.00	\$3,120.00	2 weeks
SWC5500K9-74	Cisco Unified Wireless Controller SW Release 7.4	1	\$0.00	\$0.00	\$0.00	
AIR-PWR-CORD-NA	AIR Line Cord North America	1	\$0.00	\$0.00	\$0.00	
LIC-CT5508-250	250 AP Base license	1	\$0.00	\$0.00	\$0.00	
LIC-CT5508-BASE	Base Software License	1	\$0.00	\$0.00	\$0.00	
SWC5500K9-73	Cisco Unified Wireless Controller SW Release 7.3	1	\$0.00	\$0.00	\$0.00	
PI-MSE-PRMO-INSRT	Insert, Packout - PI-MSE	1	\$0.00	\$0.00	\$0.00	
AIR-PWR-CORD-NA	AIR Line Cord North America	1	\$0.00	\$0.00	\$0.00	
LIC-CT5508-BASE	Base Software License	1	\$0.00	\$0.00	\$0.00	
GLC-T=	1000BASE-T SFP	8	\$395.00	\$177.75	\$1,422.00	in stock
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	188	\$1,095.00	\$492.75	\$92,637.00	3 weeks
CON-SNT-AIRCAPN2	SMARTNET 8X5XNBD 802.11n CAP w/CleanA	5	\$44.00	\$26.40	\$132.00	3 weeks
SWAP2600-RCOVR9-K9	Cisco 2600 Series IOS WIRELESS LAN RECOVERY	188	\$0.00	\$0.00	\$0.00	
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	188	\$0.00	\$0.00	\$0.00	
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	188	\$0.00	\$0.00	\$0.00	
AIR-OPT60-DHCP	Service Provider Option 60 for Vendor Class Identifier	188	\$0.00	\$0.00	\$0.00	
AIR-CAP2602E-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Ext Ant; A Reg Domain	33	\$1,195.00	\$537.75	\$17,745.75	2 weeks
SWAP2600-RCOVR9-K9	Cisco 2600 Series IOS WIRELESS LAN RECOVERY	33	\$0.00	\$0.00	\$0.00	
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	33	\$0.00	\$0.00	\$0.00	
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	33	\$0.00	\$0.00	\$0.00	
AIR-OPT60-DHCP	Service Provider Option 60 for Vendor Class Identifier	33	\$0.00	\$0.00	\$0.00	
ANT2524DW-R	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant. White RP-TNC	132	\$39.00	\$17.55	\$2,316.60	2 weeks
Wired Infrastructure						
WS-C3850-48P-S	Cisco Catalyst 3850 48 Port PoE IP Base	6	\$13,000.00	\$5,850.00	\$35,100.00	2 weeks
CON-SMBS-WSC388PS	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port PoE IP Base	6	\$429.00	\$257.40	\$1,544.40	2 weeks
S3850UK9-32-QSE	CAT3850 UNIVERSAL	6	\$0.00	\$0.00	\$0.00	
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	6	\$0.00	\$0.00	\$0.00	
CAB-TA-NA	North America AC Type A Power Cable	6	\$0.00	\$0.00	\$0.00	
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	6	\$30.00	\$13.50	\$81.00	
STACK-T1-50CM	50CM Type 1 Stacking Cable	6	\$0.00	\$0.00	\$0.00	
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	6	\$500.00	\$225.00	\$1,350.00	1 week
FNF-AP	90 Day Full Functionality Trial of LiveAction software	6	\$0.00	\$0.00	\$0.00	
PWR-C1-715WAC	715W AC Config 1 Power Supply	6	\$0.00	\$0.00	\$0.00	
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	16	\$500.00	\$225.00	\$3,600.00	in stock
WS-C2960S-48LPS-L	Catalyst 2960S 48 GigE PoE 370W 4 x SFP LAN Base	10	\$5,595.00	\$2,517.75	\$25,177.50	in stock
CAB-AC15A-90L-US	15A AC Pwr Cord left-angle (United States) (bundle option)	10	\$0.00	\$0.00	\$0.00	
PWR-CLIP	Power retainer clip for compact switches	10	\$0.00	\$0.00	\$0.00	
Identity Services Engine						
ISE-VM-K9=HPSI#	Cisco Identity Services Engine VM	1	\$5,990.00	\$2,695.50	\$2,695.50	3 weeks
CON-SAU-ISEVM	SW APP SUPP + UPGR Cisco Identity Services Engine Virtual M	1	\$1,198.00	\$718.80	\$718.80	3 weeks
L-ISE-BSE-500=	Cisco Identity Services Engine 500 EndPoint Base License	3	\$2,500.00	\$1,125.00	\$3,375.00	3 weeks
UCS-SP6-C220E	UCS SP C220 SFF ENTRY w/2xE5-2609 32Gb 5709 NIC SAS 2008M	1	\$6,150.00	\$2,767.50	\$2,767.50	2 weeks
CON-SNTP-SP6C220E	SMARTNET 24X7X4 Smart Play C220 M3 Server	1	\$360.00	\$216.00	\$216.00	2 weeks
CAB-N5K6A-NA	Power Cord 200/240V 6A North America	2	\$0.00	\$0.00	\$0.00	
N20-BBLKD	UCS 2.5 inch HDD blanking panel	8	\$0.00	\$0.00	\$0.00	
N2XX-ABPCI03-M3	Broadcom 5709 Quad Port 1Gb w/TOE iSCSI for M3 Servers	1	\$0.00	\$0.00	\$0.00	
UCS-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	2	\$0.00	\$0.00	\$0.00	
UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	4	\$0.00	\$0.00	\$0.00	
UCSC-HS-C220M3	Heat Sink for UCS C220 M3 Rack Server	2	\$0.00	\$0.00	\$0.00	
UCSC-PCIF-01F	Full height PCIe filler for C-Series	1	\$0.00	\$0.00	\$0.00	
UCSC-PSU-650W	650W power supply for C-series rack servers	2	\$0.00	\$0.00	\$0.00	
C-RAID-11-C220	Cisco UCS RAID SAS 2008M-8i Mezz Card for C220 (0/1/10/5/50)	1	\$0.00	\$0.00	\$0.00	
C-RAIL1	Rail Kit for C220 C22 C24 rack servers	1	\$0.00	\$0.00	\$0.00	



HIGHPOINT SOLUTIONS

The Trusted Network and IT Solutions Provider

5 Gail Court
Sparta, NJ 07871
(973) 940-0040
(973) 940-0041 Fax
www.highpoint.com

May 28, 2013

Fort Lee Schools
1193 Anderson Avenue
Fort Lee, NJ 07024
(201) 585-4650
Jason Ruggiero

Quote Number:		FL01-042213 Support yrs 2 through 5			
Product Number	Product Description	Qty	List	Price	Ext Price
	Support--years 2 through 5				
Wireless Infrastructure					
CON-SNT-CT08250	SMARTNET 8X5XNBD Cisco 5508 Series	4	\$5,200.00	\$3,120.00	\$12,480.00
CON-SNT-AIRCAPN2	SMARTNET 8X5XNBD 802.11n CAP w/CleanA	20	\$44.00	\$26.40	\$528.00
Wired Infrastructure					
CON-SMBS-WSC388PS	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port PoE IP Base	24	\$429.00	\$257.40	\$6,177.60
Identity Service Engine					
CON-SAU-ISEVM	SW APP SUPP + UPGR Cisco Identity Services Engine Virtual M	4	\$1,198.00	\$718.80	\$2,875.20
CON-SNTP-SP6C220E	SMARTNET 24X7X4 Smart Play C220 M3 Server	4	\$360.00	\$216.00	\$864.00
	Support Pricing Based on 5 year Contract				
Total					\$22,924.80

Regards,

Dennis Dorrity
High Point Solutions
(973) 940-6529
(973) 271-6881
ddorrity@highpoint.com



CISCO CAPITAL LEASING OPTION - Public Entities

June 6, 2013
 **Quote Expires: 7-6-2013

Fort Lee Public Schools

EQUIPMENT LEASEOPTION: The lease financing will be completed by Key Government Finance, Cisco Systems Capital's financing partner for government and education customers. Payments due under the Lease financing will be made directly to Key Government Finance at P.O. Box 1187, Englewood, CO 80150-1187.

LESSOR: Key Government Finance, Inc.

LESSEE: Fort Lee Public Schools

EQUIPMENT: Cisco Systems Products

	5 years
Cisco Systems Equipment, Labor	\$331,993.92
Smartnet maintenance	\$22,924.80
Est. Sales Tax	tbd
TOTAL AMOUNT TO BE LEASED	\$354,918.72

FINANCING STRUCTURE: This is a tax-exempt state and municipal government lease with the title to the equipment passing to lessee. This is a net lease under which Lessee pays all costs, including insurance, maintenance and taxes, for the term of the lease. At the end of the lease term the equipment can be purchased for \$1

Amount to be Leased	Interest Rate	Payments	Payment Factor(*)	Pmts / Year	Term	Adv. / Arr.	Total Incentive Discount
\$354,918.72	2.34%	\$74,252.73	0.2092105	1	5 Years	Advance	\$4,064.00

**NTT program- 0% interest for first 3 months*

(*) The payment factor expresses the payment as a percentage of the Equipment Cost. To calculate the periodic lease payment for any Equipment Cost, multiply the payment factor by the Equipment Cost.

RATE INDEX: The interest rate provided above is based on current market rates as of the date of this proposal, and will be subject to change based on market conditions as of the time of closing. After closing the interest rate will be fixed for the term of the financing.

APPROVAL: The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. This proposal, until credit approved, serves as a quotation, not a commitment by Key Government Finance to provide credit. Final acceptance of this proposal is subject to credit, collateral and essential use review and approval by Lessor.

The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates.

CONTACT:

Contact your financing representative with any questions:

Bill Techtmann, Cisco Capital
(610) 695-2923 phone
blechtma@cisco.com

Katie Hamilton - Inside Sales Representative
Key Government Finance, a Cisco Systems Capital Partner
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Superior Colorado 80027
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NOTES:

Alternative financing options available on request. The quoted interest rate assumes the Lessee designates the Lease as "bank-qualified" pursuant to Section 265(b) of the Code.

TERMS AND CONDITION OF SALE

1. **ACCEPTANCE:** This offer may only be accepted on the exact terms set forth herein. No additional terms or modifications in the acceptance shall be agreed to unless such agreement is in writing signed by an authorized representative of High Point Solutions, Inc.
2. **QUOTATIONS, CHARGES AND CANCELLATION:** Quotations are valid and firm for fifteen (15) days unless otherwise stated. Buyer may not, under any circumstances or for any reason, cancel its order or any part thereof unless Seller has received written notice of the cancellation more than thirty (30) days prior to the shipping date last agreed upon by Seller for the order or the portion thereof being canceled. In the event of any such cancellation or change of any order by Buyer, Buyer shall reimburse Seller for all costs and expenditures made or committed to be made by Seller up to the date of receipt of Seller of written notice of the change or cancellation, including reasonable overhead and profits lost on the portion canceled.
3. **PRICES – TAXES – FREIGHT:** All prices are exclusive of taxes and duties. All shipments are F.O.B. ship point unless shipped on the Buyers account. Seller has no liability for shipments made on Buyers account. High Point Solutions, Inc. WILL NOT place insurance on shipments made on Buyers account unless specifically agreed to in writing prior to invoicing. F.O.B. ship point freight charges will be pre-paid by Seller, with all charges billed back to the Buyer, including insurance. If State Sales Taxes are collected, Seller will only collect Sales Tax for the states of New Jersey and Florida. Buyer is responsible for the payment of all taxes, sales tax or other, related to invoices/services provided by High Point Solutions, Inc.
4. **TERMS OF PAYMENT:**
 - a) Subject to any special terms in writing between the Seller and the Buyer. The Seller shall be entitled to invoice the Buyer for the price of the goods or services on or at any time after shipment of the goods, or performance of the services.
 - b) Payment for the goods or services must be made in accordance with the terms on the Seller's invoice ("the due date").
 - c) If the Buyer fails to make payments in full on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: i) Cancel the contract or suspend any further deliveries to the Buyer (whether ordered under the same contract as that under which the default was made or not); and ii) Appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any other contract between the seller and the buyer) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and iii) Charge the Buyer interest (both before and after judgment) on the amount unpaid at the rate of 2.0% per month, from the due date until payment is made in full, a part of a month being treated as a full month for the purpose of calculating interest.
 - d) In the event of legal action being taken by the Seller against the Buyer, the Buyer shall be responsible for all legal costs and Disbursements of the Seller.
 - e) Return of product may only be made with the Seller's approval and must be accompanied with an approved RMA and is subject to a 10% restocking fee.
5. **TITLE; RISK OF LOSS; SECURITY INTEREST; REMEDIES OF DEFAULT:** Title and ownership to each item of equipment sold pursuant to this Agreement shall remain in the Seller until payment is made in full, including any additional charges provided for herein, and Buyer expressly agrees to keep in full force fire, theft, and accident insurance for the benefit of both parties at their interest may appear from the date of shipment until payment in full is received by the Seller. Risk of loss shall pass to Buyer upon delivery to a common carrier. Seller reserves a security interest in the Equipment sold hereunder as security for performance of the Buyer's obligations. Should the Buyer fail to perform any of its obligations pursuant to this Agreement, or default in payment of any charges hereunder when due, Seller may at its option do any or all of the following (i) terminate this Agreement upon notice to the Buyer (ii) whether or not this Agreement is terminated, take possession of any or all of the Equipment listed on the Equipment Schedule.
6. **WARRANTIES:** The Seller represents and warrants, at the time each item of Equipment is delivered, the Seller will be the lawful owner of such Equipment, free and clear of any liens and encumbrances (other than those which may arise from this agreement) and will have full rights, power, and authority to sell the Equipment to the Buyer. Furthermore, Seller hereby assigns to Buyer any manufacturers warranty relating to the Equipment, which is assignable. Buyer shall notify Seller of any dissatisfaction with the Equipment within ten days of the Equipment delivery. Failure of Buyer to notify Seller within the ten (10) day period shall constitute acceptance of the Equipment by Buyer. If Seller is notified of dissatisfaction with the Equipment at any time during the warranty period, Seller may, at Seller's sole option, require the return of the Equipment and refund the purchase price, or repair or replace the defective Equipment at Seller's option and expense.
7. **FORCE MAJEURE.** Seller shall not be liable for any failure or delay in furnishing the Equipment, materials or labor resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strike, labor difficulties, machinery breakdown, transportation contingencies, difficulty in obtaining parts, supplies, shipping facilities, delay of carriers, or any other cause beyond the control of Seller, in such event, Seller shall have such additional time to deliver the goods as may reasonably be necessary under the circumstances, or, at Seller's option to rescind this agreement, upon ten days' written notice to Buyer.
8. **DISCLAIMER.** THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY. SELLER DISCLAIMS ANY WARRANTIES OF FITNESS FOR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR DAMAGES INCLUDING SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF THE EQUIPMENT, OR ITS USE BY BUYER. SELLER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY EQUIPMENT WHICH MAY BE DEFECTIVE.
9. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the Seller and the Buyer, with respect to the purchase of the Equipment, superseding all prior correspondence between the parties (including, without limitation, any quotes, purchase orders submitted by Buyer or Seller). No provision of the Agreement shall be deemed waived, amended, or modified by either party unless such a waiver, amendment or modification be in writing signed by the party against whom enforcement is sought.
10. **NON-ASSIGNMENT:** The benefits and obligations of the contract shall not be assigned by the Buyer without prior written consent from the Seller, benefits and obligations of the contract may however be assigned by the Seller.
11. **WAIVER:** No waiver by the Seller or any breach of this contract by the Buyer shall be considered as a waiver of any subsequent breach of same or any other provision.
12. **DISPUTE RESOLUTION:** All disputes, claims or questions arising out of or in any way connected with this Contract of Sale will be subject to and submitted to binding arbitration under the rules of the American Arbitration Association. The arbitration shall be the sole method of resolving any material disagreements. Both parties agree that they shall accept the findings of the arbitrator and shall be bound thereby.
13. **LEGAL CONSTRUCTION:** The contract shall be governed by the laws of the State of New Jersey.