

AGREEMENT
BETWEEN THE
FRANKLIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
AND
STRAUSS ESMAY ASSOCIATES, LLP

BYLAW, POLICY, & REGULATION MANUAL



STRAUSS ESMAY ASSOCIATES, LLP
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SCHOOL POLICY & REGULATION CONSULTING AGREEMENT between:

STRAUSS ESMAY ASSOCIATES, LLP, a limited liability partnership, having its place of business at 1886 Hinds Road, Toms River, NJ 08753, hereinafter referred to as "Contractor", and the

FRANKLIN LAKES BOARD OF EDUCATION having its office at 490 Pulis Avenue, Franklin Lakes, NJ 07417 hereinafter referred to as "Board".

WITNESSETH: The Contractor and the Board for the mutual considerations stated below, agree as follows:

ARTICLE I - Statement of Work The Contractor will furnish the labor, equipment, material, and services required to codify the bylaws and policies and administrative regulations, but excluding job descriptions and forms of the Board in the following manner:

Step 1 - The Board sends to the contractor:

- the Board's current policy manual;
- any existing collective bargaining agreements;
- any student, parent, and/or faculty handbooks; and
- any existing procedures.

The contractor will review these documents and classify them into the four-digit system that we employ.

Step 2 – The contractor will meet with district administrators to:

- review all of the policies of the Board for thoroughness and conformity with law, monitoring requirements, and all other requirements of the State;
- discuss areas in which policy/regulations are required or suggested by law and which are not currently included in the district's manual; and
- review current negotiated agreements, handbooks, and procedures to be sure there is no conflict between those documents and the policies/regulations of the Board.

Step 3 - The contractor will then review all documents and prepare a DRAFT Policy and Regulation Manual incorporating information from Steps 1 and 2. The DRAFT Manuals shall be submitted to the district within ninety days of the Step 2 meeting with the contractor's representatives..

Step 4 – School administrative staff reviews the Manuals and returns the DRAFT Manuals to the contractor with any revisions and/or changes "marked" on the DRAFT documents. The entire DRAFT with handwritten revisions must be submitted to the contractor.

Step 5 – Upon your review of the DRAFT manuals, the contractor re-processes the DRAFT Manual incorporating the district's revisions and returns PROOF Manuals to the district within forty-five days of the contractor's receipt of the "marked-up" DRAFT Manuals from the school.

- Step 6 – The Board reviews and subsequently adopts the Manuals. Any final revisions by the Board or Administration are submitted to the contractor for final processing before adoption. Upon adoption, the contractor prepares a final hard copy Policy and Regulation Manual with Board adopted dates.
- Step 7 – The contractor submits adopted manuals to the Board in Word and PDF format and trains staff on maintenance of school’s policies and regulations using *ELANOnline* via www.straussesmay.com.
- Step 8 - Board manuals are kept up-to-date with timely and reliable information based on legal and statutory developments with Strauss Esmay’s comprehensive Policy Alert Support System (PASS).

ARTICLE II - Contract Price The Board will pay the contractor the sum of Thirteen Thousand Dollars and No Cents (\$13,000), and Two Thousand Five Hundred and Ninety-Five Dollars (\$2,595) or the current annual fee for annual maintenance and the ELAN*Online* access, in accordance with the following schedule: (the district may spread payment over several budget years if requested)

- A. On completion of the work described in Article I, Step 2: \$7,000
- B. On completion of the work described in Article I, Step 4: \$5,000
- C. On completion of the work described in Article I, Steps 5 & 6: \$1,000
- D. The 2020-2021 PASS/ELAN annual fee of \$2,545 annually is included in this contract.
- E. Beginning in the 2021-2022 school year: \$2,595 or current annual fee for PASS/ELAN subscription.

The subscription fee will be billed July 1, 2021.
The subscription year is July 1st through June 30th.

- F. **If the district decides to contract for DISTRICT*Online* service after the manuals have been adopted by the Board of Education a separate contract is required and is attached. Fees for DISTRICT*Online* are as follows:**

Fees – The district will not be billed for DISTRICT*Online* until this add-on service is installed.

- 1. The initial set-up fee for DISTRICT*Online* is \$1,995.00.
- 2. The 2020-2021 annual fee for DISTRICT*Online* is \$1,695.00 in addition to the PASS maintenance fee. This fee shall be prorated the first year from the first day the district’s manuals are available to the district on DISTRICT*Online* to June 30.
- 3. The 2020-2021 annual fee for PUBLICACCESS*Online* is \$495.00 in addition to the PASS and DISTRICT*Online* annual fees. This fee shall be prorated the first year from the first day the district’s manuals are available to the district on DISTRICT*Online* to June 30.

ARTICLE III - Other Terms

- A. The bylaws, policy and administrative regulations manuals are provided as information that is believed to be accurate and reliable. All Strauss Esmay Associates policy and regulation guides used to prepare your district's policy manual are reviewed by a licensed New Jersey attorney for compliance with the law at the time of preparation. This contract is designed as an educational consulting service. It is not provided as a legal service. It is recommended that the school district consult with their board attorney if legal advice is required on any Policy or Regulation Guide.
- B. In the event the Contractor tenders and the Board receives any portion of the work described in any paragraph of Article I, the Board will pay the Contractor a pro-rata portion of the fee due for the completion of all such work in that paragraph, unless said submission is delayed by fault of the Contractor.
- C. Payment of invoices shall be made within 60 days of invoicing. In the event payment is not made within 60 days, the Board shall pay a surcharge equal to twelve percent per year of the invoice amount as a penalty for non-timely payment.

ARTICLE IV – Nondiscrimination/Affirmative Action

- A. The contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation. Such actions include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.
- B. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation.
- C. The contractor will send to any labor union or representative of workers with which it has a standing, a notice, to be provided by the public agency compliance officer advising the labor union worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor agrees to comply with any regulations promulgated by the treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- E. The contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the treasurer pursuant to P.L. 1975, C. 127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by the treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F. The contractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions when the contractor use their services, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- G. The contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- H. The contractor agrees to review all procedures relating to transfer, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the Statutes and Court Decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court Decisions.
- I. The contractor shall furnish such reports or other documents to the Affirmative Action Office of the State of New Jersey as may be requested by the office from time to time in order to carry out the purpose of these regulations.

ARTICLE V - Applicable Statutes and Other Matters

- A. The contractor will comply with applicable laws, federal and state and the validity of this contract and its terms shall be governed and construed in accordance with the laws of the State of New Jersey.
- B. It is mutually agreed, as a condition precedent to any action brought in any court by either party, that all disputes arising between the parties hereto regarding the application or interpretation of the terms and conditions under this agreement will be submitted to arbitration under the rules of the American Arbitration Association, and the arbitrator's decision will be binding upon the parties.
- C. It is understood and agreed that the Contractor is independent and is not to be considered an agent or employee of the Board.
- D. Neither party will be held responsible for damages caused by delay or failure to perform this agreement when such delay or failure is due to fire, strike, an act of God, the legal act of public authorities not party to this agreement, or delay or default caused by a public carrier that could not have been reasonably forecast or provided against.

IN WITNESS HEREOF, The Contractor has caused this agreement to be signed by its proper corporate officer, and the Board has caused this agreement to be signed by its Board Secretary pursuant to a resolution of its members passed for that purpose.

FOR

STRAUSS ESMAY ASSOCIATES, LLP

Sandra J. Nicastro

Date: _____

FOR THE

**FRANKLIN LAKES
BOARD OF EDUCATION**

School Business Administrator/Board Secretary

Date: _____