

New Jersey School Boards Association

413 West State Street • Trenton, NJ 08618 • Telephone: 609.695.7600 • Toll-Free: 888.88NJSBA • Fax: 609.695.0413

STRATEGIC PLANNING 3D MODEL: "DREAM, DETERMINATION, AND DESTINY BY DESIGN CONTRACT AGREEMENT BETWEEN THE FRANKLIN LAKES BOARD OF EDUCATION AND NEW JERSEY SCHOOL BOARDS ASSOCIATION

It is hereby agreed by and between the FRANKIN LAKE BOARD OF EDUCATION in Bergen County (hereinafter referred to as Board) and the NEW JERSEY SCHOOL BOARDS ASSOCIATION (hereinafter referred to as NJSBA) that the Strategic Plan Renewal services specified herein shall be provided by NJSBA to Board.

DUTIES OF NJSBA

- A. <u>Defining the scope of involvement/responsibility</u> The NJSBA consultant will meet with the strategic team (e.g., the board president, Superintendent, Business Administrator and other staff members as appropriate) to discuss the scope and details of the actual process, how to identify the groups to be represented and ways in which to select them.
- B. <u>Planning</u> NJSBA will work with the strategic plan committee to assure that the process is in place, materials are developed and provided, and that the details for the strategic planning meetings are clear and organized.
- C. <u>Strategic Planning Meetings</u> NJSBA will facilitate the strategic planning meetings in accordance with the expectations of the strategic planning committee. Outcomes of the meetings will include the following:
 - 1) Strengths and accomplishments of the district
 - 2) Vision and expectations for the future
 - 3) Goal statements and related strategies.
- D. Action plans to be developed by the appropriate district personnel
- E. <u>Executive Summary</u> NJSBA will prepare for the board an executive summary that details the outcome of the 3D Strategic Planning Process.

2. DUTIES OF THE DISTRICT

A. <u>Status of District Strengths and Concerns</u> - In preparation for the strategic planning meeting, district administration will prepare a report, delineating the "state of the district "and provide an administrative overview of strengths and concerns of the district.

B. Duties of the Board

- 1) The Board agrees to begin the process by identifying a strategic team (Superintendent, Business Administrator, Board President, or other designated key members) to address the details and the parameters of the strategic plan process.
- 2) The Board agrees to provide the time and resources necessary to the process.
- 3) The Board agrees to pay any costs associated with the planning meetings
- 4) The Board agrees to receive and review the final strategic plan at a public meeting of the full board.
- C. <u>Materials, Supplies, Facilities</u> Provide suitable space and materials to accommodate the participants as well as furnish necessary refreshments, etc.

3. NJSBA'S COMMITMENT

- A. NJSBA brings to the process our proven expertise in school district planning and our commitment to provide services to local districts combined with our experience in training and working with volunteers as well as professionals, and our knowledge of education throughout the state. Throughout our process we utilize our skills in:
 - 1) Consensus building
 - 2) Developing effective communications
 - 3) Strengthening engagement and involvement

4. FEES AND EXPENSES

A. It is further agreed that for the services listed in Section 1 above, Board agrees to pay the NJSBA \$3,850 as follows:

50% thirty days after the signing of this contract;

50% thirty days after submission of the executive summary (see 1-E) to the Board

5. TERMINATION

A. NJSBA or Board shall have the right to terminate this agreement for any reason upon 30 days written notice by certified mail to the other party. In the event of a termination by either party, services provided to the date of termination shall be paid by the Board, based upon the total hours of service rendered by NJSBA, at \$70.00 per hour for professional time or \$36.50 per hour travel time, but the cost shall not exceed \$3,850.

6. VERBAL AGREEMENT

A. No other agreement or understanding exists between the parties except as expressly set forth in this Agreement. This agreement may not be modified except by a writing executed by both parties.

7. NONASSIGNABILITY

A. Neither this contract nor any interest herein shall be assigned to other parties.

8. LEGAL REPRESENTATION

- A. The parties hereto are each represented by their own legal counsel. The parties represent that, in their discretion, they have each obtained independent legal review of this contract.
- B. The NJSBA and NJSBA's consultant have not made any representations to the Board and/or community as to any possible outcomes of this service.

9. EFFECTIVE DATES

This Agreement shall be effective as of August 11, 2015 and shall continue until the consultants' duties as described in Section 1, A through E have been completed, unless terminated as provided in Section 6.

10. CHOICE OF LAWS

TOD A BUILT THE EASTERS

This Agreement shall be governed by the laws of the State of New Jersey. The Parties agree that the courts of the State of New Jersey shall be the sole forum in which any legal action concerning or relating to this Agreement shall be brought.

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

BOARD OF EDUCATION		BOARDS ASSOCIATION	
		Discussion, g	8/18/2015
Shirley O'Reilly President	Date	Donald Webster, Jr. President	Date
		Lame S. Francisk	2 8/18/2015
Michael Solokas Board Secretary	Date	Dr. Lawrence S. Feinsod Executive Director	Date

NIESE TEROPEZ COLLOCI