

**MINUTES OF THE REGULAR MEETING OF THE ROXBURY TOWNSHIP BOARD OF EDUCATION
HELD ON MONDAY, SEPTEMBER 21, 2009
Lincoln/Roosevelt School, 34 North Hillside Avenue, Succasunna, NJ 07876**

MEETING CALLED TO ORDER

The meeting was called to order at 6:30 p.m. in the Auditorium at Lincoln/Roosevelt School, President Moschella presiding.

PUBLIC SESSION

Mrs. Miller announced that this Regular Meeting of the Roxbury Township Board of Education is being held to take action and hold discussion on business before the Board tonight, and that the New Jersey Open Public Meetings Law was enacted to ensure the right of public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Roxbury Township Board of Education has caused written notice of tonight's meeting and copies of the agenda for tonight's meeting to be transmitted to:

Roxbury Register	-	Newspaper
Daily Record	-	Newspaper
Roxbury Municipal Clerk		
Roxbury Public Library		
Roxbury Website	-	http://www.roxbury.org/boe/meetings-minutes.htm

The notice of tonight's meeting and a copy of tonight's agenda have been posted in the Board's Business Office.

ROLL CALL

The roll was taken, and a quorum deemed present.

MEMBERS PRESENT: Mrs. Annette Brooks, Mrs. Maureen Castriotta, Mrs. Liz D'Abbraccio
Mrs. Terry D'Agostino, Mrs. Jennifer Marchesi, Mrs. Patricia Miller,
Mr. John Moschella, Mr. Chris Rogers, Mr. Gregory Somjen

MEMBERS ABSENT: Ms. Carol Scheneck,

ADMINISTRATION PRESENT: Dr. Michael Rossi, Dr. James Heinegg, Dr. Gregory McGann,
Ms. Ruthann Quinn, Ms. Pam Hinman

OTHERS PRESENT: Ms. Nathanya Simon, SSEC & Z, LLC.
Mr. David Ruitenbergh, SSEC & Z, LLC.

EXECUTIVE SESSION

Whereas Chapter 231, P.L. 1975, also known as the Sunshine Law, authorizes a public body to meet in Executive Session under certain limited circumstances; and

Whereas said law requires the Board of Education to adopt a resolution at a public meeting before it can meet in such an Executive or Private Session,

Now, therefore, it was motioned by Mrs. D'Abbraccio and seconded by Mrs. D'Agostino that the Roxbury Township Board of Education does hereby determine that it is necessary to meet in Executive Session to discuss personnel, student matters, Mine Hill Lottery, and matters covered by attorney client privilege.

September 21, 2009

The matters discussed will be made public if and when confidentiality is no longer required, and action pursuant to said discussion shall take place only in a public meeting.

- Recess
- Reconvene - The meeting was reconvened in Executive Session at 6:33 p.m. in the Media Center at Lincoln/Roosevelt School.

It was motioned by Mrs. D'Abbraccio and seconded by Mrs. Miller to return to Public Session at this time, 7:26 p.m.

PUBLIC SESSION

- Recess
- Reconvene - The meeting was reconvened in Public Session at 7:30 p.m. in the Auditorium at Lincoln/Roosevelt School.

PLEDGE OF ALLEGIANCE

Members of the Board, the Administration, and the Public participated in the salute to the flag.

ROLL CALL

The roll was taken, and a quorum deemed present.

MEMBERS PRESENT: Mrs. Annette Brooks, Mrs. Maureen Castriotta, Mrs. Liz D'Abbraccio
Mrs. Terry D'Agostino, Mrs. Jennifer Marchesi, Mrs. Patricia Miller,
Mr. John Moschella, Mr. Chris Rogers, Mr. Gregory Somjen

MEMBERS ABSENT: Ms. Carol Scheneck,

ADMINISTRATION PRESENT: Dr. Michael Rossi, Dr. James Heinegg, Dr. Gregory McGann,
Ms. Ruthann Quinn, Ms. Pam Hinman

OTHERS PRESENT: Ms. Nathanya Simon, SSEC & Z, LLC.
Mr. David Ruitenbergh, SSEC & Z, LLC.

CORRESPONDENCE

None

MINUTES

Mrs. D'Abbraccio motioned and Mrs. Castriotta seconded the motion to accept the Minutes of the Special Meeting/Board Retreat of August 19,2009 and the Workshop Meeting and Executive Session of September 14, 2009. as presented.

The motion was approved by roll call vote.

Mrs. Books: Yes to all; **Mrs. Castriotta:** Yes to all; **Mrs. D'Abbraccio:** Yes to the Minutes of the Special Meeting/Board Retreat of August 19, 2009, and Abstain to the Workshop Meeting and Executive Session of September 14, 2009; **Mrs. D'Agostino:** Yes to all; **Mrs. Marchesi:** Yes to all; **Mrs. Miller:** Yes to all; **Mr. Rogers:** No to all; **Mr. Somjen:** Yes to all; **Mr. Moschella:** Yes to all.

PRESENTATIONS

1. Teacher of the Year

Teacher of the Year awards were presented by the individual building principals to their teachers as listed:

Kennedy School	– Linda Mezzino and Tom Kuplin
Jefferson School	– Kathryn Zenna
Franklin School	– Robin Hellyer
Nixon School	– Kathleen Vaccacio
Lincoln/Roosevelt School	– Jen Sassaman
Eisenhower Middle School	– Rachel Bonnema
Roxbury High School	– Richard Cooper

2. Dr. Rossi congratulated Ms. Quinn on her retirement and presented her with flowers.

The Board recessed at this time, 7:59 p.m.

The Board reconvened at this time, 8:10 p.m.

STUDENT COUNCIL REPRESENTATIVE'S COMMENTS

None

BOARD PRESIDENT'S COMMENTS

Mr. Moschella reiterated the topics to be discussed in the meeting. He thanked Ms. Quinn for her stellar record in Roxbury.

SUPERINTENDENT'S REPORT

The Superintendent discussed the following issues:

- North American Power Partners
- Kindle Reader
- Middle School Textbooks
- Grade 3 and 4 Report Cards
- CSA Goals
- Appointment of Buildings and Grounds Director
- Connecting with the Seniors of Roxbury

Mrs. D'Agostino questioned the Superintendent about the textbooks and the information given to the parents. Dr. Rossi explained. Mr. Rogers questioned the North American Power Partners initiative, as well as the Kindle Reader. Mrs. Brooks commented on the grading for the third and fourth graders.

BUSINESS ADMINISTRATOR'S REPORT

Ms. Quinn indicated that the business office is seeking board approval for monthly transfers, the bills lists, the Board Secretary and Treasurer's reports for July and August, monthly financial certification, travel requests, medical services at home football games, a shared service agreement, submission of the No Child Left Behind and the Individuals with Disabilities Act applications and the Inter-Local Agreement.

September 21, 2009

Ms. Quinn indicated that it is still early in the year to see any significant trends in our finances. We still have approximately \$175,000 in breakage. I still caution the district in spending the breakage at this early date as you never know what the winter will be like, absences in staff members as well as what emergencies may occur. The district still has to make up fund balance that was appropriated in the amount of approximately \$600,000 into the 2009/2010 budget. If this amount cannot duplicate the fund balance for the 2010/2011 budget you will be behind before you even see what your needs are and what state aid will be.

The auditors have now concluded their audit of the district and a report should be out shortly. We are saving money by using the Honeywell system as the high school saved over \$700.00 by not sending a paper notice home and used the Honeywell alert system instead.

Since this is my last board meeting with the Roxbury Township Board of Education, I would like to wish you all the best and good luck in all the initiatives you bring to the district. I know this is a great school system with many hard working men and women as well as many knowledgeable, dedicated educators.

REQUEST FOR INFORMATION

None

COMMITTEE REPORTS

1. Facilities

Mr. Somjen stated the next meeting date is September 23, 2009.

2. Community Relations

Mrs. Marchesi gave an update on Succasunny Day, and weekly new releases. Mrs. D'Agostino commented to the Board that information put out to the public by board members and/or administrators needs to have backup to the information and make it clear when one is commenting on his/her behalf, not that of the Board of Education. The Board discussed an article in the Daily Record in which Mr. Rogers and Mrs. Castriotta were quoted.

3. Education

Mrs. Miller mentioned the Parent Workshop meetings will begin September 22, 2009. The next meeting is September 23, 2009.

4. Finance

Mrs. Brooks stated there were some scheduling issues and hoped a meeting would be scheduled soon.

5. Shared Services

Mrs. Castriotta stated they have not had a meeting recently due to the Turf Field negotiations.

6. Personnel

Mrs. D'Agostino stated the committee had been working on a Staff Conduct policy.

7. Negotiations

Nothing to report.

PUBLIC COMMENTS – Action Items

None

ACTION ITEMS

Finance

Mrs. Brooks motioned, and Mrs. Miller seconded the motion that Finance Resolutions 191-10 through 203-10 be accepted as presented.

The Board discussed an NJSBA General Meeting and its cost to the district. Mrs. Castriotta questioned the membership dues for the NJASBO and MCASBO. Ms. Quinn responded. Mr. Rogers questioned resolutions 192-10, 198-10, and 199-10. He also gave his opinion about the Turf Field and the reasons he would be voting against the resolution.

The motion was approved by roll call vote.

Mrs. Books: *Yes to all;* **Mrs. Castriotta:** *Yes to 191-10 through 202-10, however, Abstain to vendor #13210-Schwartz, Simon, Edelstein, Celso and Zitomer only in Resolution 192-10 and No to J. Matz and K. Vaccacio only in Resolution 198-10, and No to 203-10;* **Mrs. D’Abbraccio:** *Yes to all;* **Mrs. D’Agostino:** *Yes to all, however, Abstain to herself only on Puchase order 10-1816, vendor #9199-Tropicanna Casino and Resort in Resolution 192-10;* **Mrs. Marchesi:** *Yes to all;* **Mrs. Miller:** *Yes to all;* **Mr. Rogers:** *Yes to 191-10 through 202-10, however, Abstain to vendor #13210-Schwartz, Simon, Edelstein, Celso and Zitomer only in Resolution 192-10, and No to J. Matz, and K. Vaccacio only in Resolution 198-10, and No to 203-10;* **Mr. Somjen:** *Yes to 191-10 through 199-10, however, Abstain to the following vendors only in Resolution 192-10: #3004-Educational Services Commission of Morris County, #13210-Schwartz, Simon, Edelstein, Celso and Zitomer, #1904-Chester Board of Education, #3009-Educational Services Commission of Morris County, and #5685-Mountain Lakes Board of Education, Yes to 201-10 through 203-10, and Abstain to 200-10;* **Mr. Moschella:** *Yes to all.*

RESOLUTION NO. 191-10

Approval of Transfers

IT IS RESOLVED, that in accordance with the Superintendent’s recommendation, the Roxbury Township Board of Education approves the attached list of transfers between accounts.

RESOLUTION NO. 192-10

Approval of the Bills Lists

IT IS RESOLVED, that in accordance with the Superintendent’s recommendation, the Roxbury Township Board of Education approves the monthly bills lists totaling \$1,998,828.95 as presented.

RESOLUTION NO. 193-10

Approval of the Board Secretary’s Report – July 2009

IT IS RESOLVED, that in accordance with the Superintendent’s recommendation, the Roxbury Township Board of Education approves the Board Secretary’s Report for July, 2009 as presented.

RESOLUTION NO. 194-10

Approval of the Board Secretary’s Report – August 2009

IT IS RESOLVED, that in accordance with the Superintendent’s recommendation, the Roxbury Township Board of Education approves the Board Secretary’s Report for August, 2009 as presented.

September 21, 2009

RESOLUTION NO. 195-10
Approval of the Treasurer's Report – July 2009

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves the Treasurer's Report for July, 2009 as presented.

RESOLUTION NO. 196-10
Approval of the Treasurer's Report – August 2009

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves the Treasurer's Report for August, 2009 as presented.

RESOLUTION NO. 197-10
Monthly Financial Certification of the Board Secretary and Board of Education

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education, pursuant to N.J.A.C. 6A:23-2.11(c)3, does certify that no line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a), and

IT IS FURTHER RESOLVED, that pursuant to N.J.A.C. 6A:23-2.11(c)4, after review of the Board Secretary's and Treasurer's monthly financial reports, that no major accounts and fund balances in the 2009/2010 budget have been over expended in violation of N.J.A.C. 6A:23-2.11(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

RESOLUTION NO. 198-10
Approval of Travel Requests

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves unavoidable travel and costs as related in this resolution which are educationally necessary and fiscally prudent and are related to and within the scope of the employee's current responsibilities and promotes the delivery of instruction or furthers the efficient operation of the school district. The reimbursements listed in this resolution are in compliance with state travel reimbursement guidelines as established by the Department of the Treasury and Board of Education policy in accordance with N.J.A.C. 6A:23B-1.1 et. seq.

<i>First Name</i>	<i>Last Name</i>	<i>Conference/Seminar Title</i>		<i>Place</i>	<i>Date of Trip</i>	<i>Total Estimated Expenses*</i>
Sue	Ireland	Genesis Educational Services	4	Franklin Lakes, NJ	September 23, 2009	\$0.00 Registration See Note
Neil	Ascione	Genesis Educational Services	4	Franklin Lakes, NJ	September 23, 2009	\$0.00 Registration See Note
Beth	Percevault	Genesis Educational Services	4	Franklin Lakes, NJ	September 23, 2009	\$0.00 Registration See Note
Katerina	Peck	Sounds in Motion: Phonemic Awareness Discrimination	4	Horace Hann School Riverdale, NY	September 26, 2009	\$125.00 Registration
Roxie	Benbow	Psychopharmacology in the School Setting	4	Mahwah, NJ	October 2, 2009	\$0.00 Registration See Note

September 21, 2009

<i>First Name</i>	<i>Last Name</i>	<i>Conference/Seminar Title</i>		<i>Place</i>	<i>Date of Trip</i>	<i>Total Estimated Expenses*</i>
Gina	LaCapra	Psychopharmacology in the School Setting	4	Mahwah, NJ	October 2, 2009	\$0.00 Registration See Note
Justine	Matz	Professional Learning Communities with Rick and Beck DuFour	3	Monroe Twp., NJ	October 6 & 7, 2009	\$425.00 Registration
Kathleen	Vaccacio	Professional Learning Communities with Rick and Becky DFour	3	Monroe Twp., NJ	October 6 & 7, 2009	\$425.00 Registration
Christine	LaPosta	Art Education of New Jersey Conference	4	Somerset, NJ	October 6 & 7, 2009	\$115.00 Registration
Greg	McGann	Personnel Administrators Association Meeting	4	Hamilton, NJ	October 7, 2009	\$0.00 Registration See Note
Linda	Bowles	Technical Assistance Workshop on the CTE Program	1	Eatontown, NJ	October 7, 2009	\$0.00 Registration See Note
Christopher	Deery	Morris County Association of Elementary and Middle School Administrators	4	Mountain Lakes, NJ	October 8, 2009	\$0.00 Registration See Note
Jonathan	Roman	William Paterson University Counselor Reception	4	Wayne, NJ	October 9, 2009	\$0.00 Registration See Note
Rory	Rosenwald	William Paterson University Counselor Reception	4	Wayne, NJ	October 9, 2009	\$0.00 Registration See Note
Brenda	Sumski	Morris County Professional Development Committee	1	CCM, Randolph, NJ	October 9, 2009	\$0.00 Registration See Note
Greg	McGann	Morris County Professional Development Committee	1	CCM, Randolph, NJ	October 9, 2009	\$0.00 Registration See Note
Tracy	Ehrich	Morris County Professional Development Committee	1	CCM, Randolph, NJ	October 9, 2009	\$0.00 Registration See Note
Pam	Mandracchia	Morris County Professional Development Committee	1	CCM, Randolph, NJ	October 9, 2009	\$0.00 Registration See Note
Phyllis	Prestamo	Morris County Professional Development Committee	1	CCM, Randolph, NJ	October 9, 2009	\$0.00 Registration See Note
Francine	Miller	Morris County Professional Development Committee	1	CCM, Randolph, NJ	October 9, 2009	\$0.00 Registration See Note
Jessica	Harrison	Multicultural & Ethnic Workshop	4	Somerset, NJ	October 10, 2009	\$48.00 Registration
Lee	Hayden	Impact of Pen-Based Technology on Education	4	Virginia Tech, Blacksburg, VA	October 12&13, 2009	\$50.00 Registration \$303.40 Airfare \$160.00 Hotel
Patricia	Sikorski	Primary Source Seminar	4	Morristown National Historical Park	October 14, 2009	\$0.00 Registration See Note

September 21, 2009

<i>First Name</i>	<i>Last Name</i>	<i>Conference/Seminar Title</i>		<i>Place</i>	<i>Date of Trip</i>	<i>Total Estimated Expenses*</i>
Dirk	Kelly	Primary Source Seminar	4	Morristown National Historical Park	October 14, 2009	\$0.00 Registration See Note
Carol	Pellet	Child Development: The Teen Years	4	Rutgers School of Social Work, Parsippany, NJ	October 15, 2009	\$100.00 Registration
Jennifer	Kenny	Children and Sexual Misconduct	4	College of St. Elizabeth, Morristown, NJ	October 16, 2009	\$25.00 Registration
Joanne	Haines	Chapter Officer Leadership Training	4	Picatinny Arsenal, Dover, NJ	October 20, 2009	\$35.00 Registration
Gina	LaCapra	Morris County Elementary Counselor's Network Meeting	4	Chatham, NJ	October 23, 2009	\$0.00 Registration See Note
Jonathan	Roman	Educational Opportunity Fund Program – Annual Guidance Counselor Luncheon	4	Fairleigh Dickinson University	October 26, 2009	\$0.00 Registration See Note
Rory	Rosenwald	Educational Opportunity Fund Program – Annual Guidance Counselor Luncheon	4	Fairleigh Dickinson University	October 26, 2009	\$0.00 Registration See Note
Greg	McGann	Personnel Administrators Association Meeting	4	Hamilton, NJ	November 9, 2009	\$0.00 Registration See Note
Greg	McGann	Practical Guidance on Section 504 in New Jersey	4	Parsippany, NJ	November 13, 2009	\$178.00 Registration
Deborah	Baxter	New Approaches for Teaching Math	4	Parsippany, NJ	December 3, 2009	\$168.00 Registration
Greg	McGann	NJSBA Employment Practices Seminar	1	Oakhurst, NJ	December 4, 2009	\$20.00 Registration
Greg	McGann	Personnel Administrators Association Meeting	4	Hamilton, NJ	February 10, 2010	\$0.00 Registration See Note
Greg	McGann	Personnel Administrators Association Meeting	4	Hamilton, NJ	May 5, 2010	\$0.00 Registration See Note

Notes:

Does not include mileage and sustenance as they are contractual.

1-State/federal policy requirements, 2-State curricular requirements, 3-State initiatives, 4-Individual job requirements

RESOLUTION NO. 199-10

Approval of Medical Services at Home Football Games

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves Tri-County Orthopedics and Sports Medicine, Inc. to provide physician services and attend home football games for the fall of 2009.

September 21, 2009

RESOLUTION NO. 200-10
Approval for Shared Services with Dover Board of Education

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves a joint agreement with Dover Board of Education to provide as needed transportation services for sports runs and field trips for the 2009/2010 school year as a shared service with Roxbury, Mendham, Mine Hill, Morris Hills Regional, Washington Township and West Morris Regional High School District. Costs of the routes will depend on location and number of students.

RESOLUTION NO. 201-10
Approval of Application for No Child Left Behind Act (NCLB)

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves the application for No Child Left Behind (NCLB) in the amounts listed below for the project period 09/01/2009 through 08/31/2010.

NCLB Title I	\$84,763
NCLB Title II Part A	\$91,137
NCLB Title II Part D	\$854
NCLB Title III	\$14,491
NCLB Title IV	\$7,644

RESOLUTION NO. 202-10
Approval of Application for Individuals with Disabilities Act (IDEA)

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education approves the application for Individuals with Disabilities Act (IDEA) Consolidated Grant in the amount of \$953,714 for the project period 09/01/2009 through 08/31/2010.

RESOLUTION NO. 203-10
RESOLUTION AUTHORIZING THE ROXBURY BOARD OF EDUCATION TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF ROXBURY FOR THE IMPROVEMENT, USE AND ONGOING MAINTENANCE OF THE ROXBURY HIGH SCHOOL FOOTBALL FIELD

WHEREAS, the New Jersey Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* authorizes local units of the State to enter into a contract with any other local unit or units within the State for the joint provision, within their jurisdiction, of services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Roxbury Board of Education ("Board") and the Township of Roxbury ("Township") are interested in supporting adequate programs for the community in the areas of athletics, recreation and education; and

WHEREAS, the Township has offered to provide for the funding and development of a synthetic turf field at the Roxbury Township High School Football ("Turf Field") for community and school use; and

WHEREAS, the Board, if it accepts the Township's offer, will amongst other things be required to make contributions to the Township in the amount of up to \$25,000.00 per annum for a fifteen year period towards the cost of the Turf Field construction; and

WHEREAS, a form of Agreement has been negotiated between the Township and the Board entitled, Shared Use Agreement Regarding Community Use of the Roxbury Township High School Football Field (the "Turf Field Agreement"); and

September 21, 2009

WHEREAS, the Board has determined that it is in its best interest to enter into the Turf Field Agreement.

NOW, THEREFORE, IT IS IT IS RESOLVED that the Roxbury Board of Education hereby authorizes and directs the Board President to execute on the Board's behalf the Shared Use Agreement Regarding Community Use of the Roxbury Township High School Football Field, in the form attached hereto.

**SHARED USE AGREEMENT REGARDING COMMUNITY USE
OF THE ROXBURY TOWNSHIP HIGH SCHOOL FOOTBALL FIELD**

This Shared Use Agreement ("Agreement") is entered into by and between the Township of Roxbury, a municipal corporation of the State of New Jersey ("Township") and the Roxbury Township Board of Education ("Board"), effective , _____, 2009.

WITNESSETH:

WHEREAS, the Township and the Board are mutually interested in supporting adequate programs for the community in the areas of athletics, recreation, and education; and

WHEREAS, the Township has established the Department of Parks and Recreation which is responsible for carrying out the purposes of community park development and recreation programs; and

WHEREAS, the Board is responsible for the public education of its students including physical education and athletic activities related to the Board's educational program; and

WHEREAS, the Township and the Board recognize that through cooperation they can better meet the community needs for education and recreation; and

WHEREAS, the Township and the Board have concluded that the recreational needs of the community can be better met, both financially and athletically, through the joint development and maintenance of a turf field at the High School; and

WHEREAS, the Township and the Board are mutually interested by means of this Agreement of improving the existing conditions of the Roxbury Township High School Football Field in order to expand and enhance its use for both the school and the community; and

WHEREAS, the Township and the Board desire to enter into this Agreement, in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., to provide for the funding and development of a synthetic turf field at the High School Football Field ("Turf Field") and to establish a mechanism for the joint use of said facility.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Township and the Board hereby agree as follows:

SECTION 1. PURPOSE AND SUBJECT MATTER. The purpose of this Agreement is to address the growth of athletic field usage through the mutual implementation of a shared multi-purpose Turf Field for both the community and High School athletic programs. This Agreement will address the procurement, use, and ongoing maintenance of the shared Turf Field.

The parties agree that the Board property and facilities are intended primarily for school and educational purposes and are for the benefit of students and the school aged population. The parties agree that during the time period covered by this Agreement the Turf Field shall be used jointly for school and community recreation purposes for the benefit of students as well as the community at large. In planning programs and scheduling activities at the Turf Field, the parties will cooperate so that the academic, athletic, and recreational needs of the school system and the community will be adequately protected.

SECTION 2. SHARED USE. The Township and the Board shall utilize the property containing the Turf Field for a period of fifteen (15) years (i.e., the period over which the Board is to make payments to the Township for the Field's construction). In the event that the useful life of the Field exceeds 15 years, then all of the terms of this Agreement shall continue in effect until such time that the Field is either removed, replaced or determined by the parties to be no longer fit for use. In no event, however, shall the Board's re-payment obligations under Section 3 hereof continue beyond the 15 year period set forth above. At the conclusion of the 15 year term or the useful life of the field, whichever is longer, the Township shall have the ability to continue the shared use of the Turf Field upon the renegotiation of this Agreement as addressed in Section 6 hereof. In the event that the parties are unable to reach an agreement for the continued shared use of the Turf Field and this Agreement is terminated, the Township shall be entitled to reimbursement of its pro rata share of the depreciated value of the Turf Field at the time of termination based upon a payment schedule to be mutually agreed upon by the Board and the Township.

SECTION 3. FIELD CONSTRUCTION. The Township agrees to contribute up to \$484,000.00 as its fair share towards the construction costs of the Turf Field. Such funding will be obtained by the Township through a proportional increase in its recreational fees or other suitable funding available at the discretion of the Township. In the event that the Township determines to fund its share through the issuance of bonds, the issuance of said bonds shall be the sole responsibility of the Township. If, for any reason, bonds or bond anticipation notes cannot be issued to fund this project, the Township may cancel this Agreement and the parties shall have no further liability to the other. The Township also agrees to provide funding in an amount not to exceed \$20,000.00 for field maintenance equipment (which shall be included within the base bid or as an alternate in the bidding of the field project), surveying of the High School Football Field and the preparation of the bid specifications. The Board agrees to contribute up to \$25,000.00 per year for fifteen (15) years, for a total cost of up to \$375,000.00, towards the cost of construction including the Township's annual debt service obligation. The Board shall make its initial payment to the Township within forty-five (45) days after the Township awards the contract for construction or incurs the debt and the bonds or bond anticipation notes are issued. Thereafter, the Board's yearly payment shall be made to the Township on or before the anniversary date of the initial payment or so as to coordinate with the Township's annual debt service payment on the bonds, whichever is sooner. Except as provided herein, failure of either party to meet the financial obligations contained in this Section will constitute a breach of the Agreement. The construction plans will be prepared by the Township and approved by both parties prior to construction. The Township shall be responsible for the bidding and contract award process and shall administer and supervise the construction of the Turf Field. The Township shall execute the contract for construction of the Turf Field and be responsible for all payments under the contract. The bid specifications shall provide that the Township and the Board shall be warranty holders and that either party shall have the right and ability to address warranty issues, upon written notification to the other party. During the course of planning and construction, the Board shall provide the Township, its officials, agents, contractors, and employees with unrestricted access to the High School Football Field and adjacent areas for the purposes set forth in this Agreement. In the event that the capital costs for construction of the Turf Field are less than the parties' cost estimate of \$728,000.00, the excess amount will be proportionally reimbursed to the parties based on the percentage of contribution; however, it is understood and agreed that the entire contribution of the Field of Dreams funds shall be applied to the project and neither the Township nor the Board shall receive a credit for those funds in the calculation of any reimbursement. In the event that the bids are in excess of such cost estimate, then either party may require the rejection of all bids for the purpose of re-bidding or cancelling the project.

SECTION 4. JOINT USE. The parties agree that there shall be equal usage of the Turf Field between the High School athletic programs and the Township Recreation programs, which shall include all Township approved club programs.

- A. Each Calendar year, at a designated time agreed to by the parties, a schedule of field usage will be posted. The Township Recreation Director and the High School's Vice Principal for Athletics ("VP for Athletics"), or their designee, will exclusively determine the scheduling of the use of the Turf Field in a format and in accordance with terms of priority to be established by them. Both the Township

Recreation and High School programs will receive full access and usage of the Turf Field and associated facilities pursuant to the approved usage schedule.

- B. Requests for field usage, including third party usage, must be pre-approved in advance by the Township Recreation Director and VP for Athletics, or their designee, in accordance with the schedule format and terms of priority. It is understood and agreed that Township and school events will take precedence over any request for third party usage.
- C. Any rescheduling of activities at the Turf Field shall be exclusively determined by the Township Recreation Director and the VP for Athletics, or their designee, in accordance with the schedule format and terms of priority.
- D. The Township Recreation Director and the VP for Athletics, or their designee will exclusively address any cancellation of field usage.
- E. Unscheduled usage of the Turf Field “dead time” (times when the field does not have a scheduled event) requires prior approval by the Township Recreation Director and the VP for Athletics, or their designee, in accordance with the schedule format and terms of priority.
- F. Any special event that causes conflict with the use of the Turf Field (e.g. Track event) must be pre-approved by the Township Recreation Director and the VP for Athletics, or their designee, in accordance with the schedule format and terms of priority.
- G. Turf Field usage will be tracked and reported by the Township Recreation Director and the VP for Athletics, or their designee, to provide for fair and equitable usage between the parties.
- H. Usage by the Township and the Board will only be granted by the Township Recreation Director and the VP for Athletics during the agreed upon times. Such usage will include lights, parking, access to the field, spectator stands, use of the concession stand, scoreboard and any goal nets or football goal posts for the activity unless otherwise determined by the Township Recreation Director and VP for Athletics. The ability for all users to have full use of the facilities will not be unreasonable withheld.
- I. In the event that an unforeseen condition (i.e. extreme weather, facility related issues, maintenance and repair) prevents one party from utilizing the facility, the parties will work in good faith to reschedule the event affected by such occurrence and to continue to maintain equal usage.
- J. Usage of the facilities (spectator stands, lights, parking, scoreboard, concession stand, and when available bathroom facilities/port-a-john) will be permitted during the pre-approved allocated time. It is the responsibility of the party utilizing the Turf Field to report any damages, injuries or misuse of the facilities to the VP for Athletics and Township Recreation Director. The user of the facilities must take care to avoid damage to the track as a result of walking on it with spikes or otherwise.
- K. All monies collected at events sponsored by either the Board or the Township shall be retained by the Party sponsoring the event.
- L. All third party usage fees shall be maintained in a trust account to be established by the Township and the Board for Turf Field maintenance (the “Turf Trust”) as provided for in Section 5E of this Agreement.
- M. All third party requests for use of the Turf Field will be subject to the procedures, rules and regulations established by the parties for use of the facilities and shall be at the discretion of the Recreation Director and the VP for Athletics. If either party “rents” the field to a third party outside organization, which requires the approval of the Recreation Director and the VP for Athletics, then the proceeds shall be deposited in the Turf Trust. Costs and conditions of use will be subject to written acceptance by the third party of all terms and conditions of usage that may be reasonably imposed by the Recreation Director and VP for Athletics.

SECTION 5. MAINTENANCE.

- A. The parties will be jointly responsible for the maintenance costs of the field to the standard required by the manufacturer of the Turf Field and as traditionally provided to serve the parties educational and athletic programs. This responsibility applies only to the Turf Field, goals and lighting and not to accessory facilities such as the track, fencing, concession stand, scoreboard, press box and bleachers, which shall be the sole responsibility of the Board. The Board agrees to keep these facilities in good operational order during the term of this Agreement. All jointly approved maintenance costs, including replacement maintenance equipment, shall be equally split between the Township and the Board. Either party may augment the joint field maintenance program in its sole discretion, as it may deem necessary from time to time.
- B. Trash and garbage collection at the facilities shall be the responsibility of the Board. The party utilizing the Turf Field shall ensure that all areas and facilities are left clean immediately after use and that all trash and garbage is properly placed in the containers provided for collection. The party using the Turf Field shall also be responsible for closing the concession stand and press box. The Board shall establish a baseline of current energy costs associated with lighting the field, but in no event shall the baseline amount be less than \$8,000.00 per year. All documentation regarding the establishment of the baseline amount shall be provided to the Township on or before December 1, 2009. The Board shall be responsible for all lighting costs associated with the use of the Turf Field by either party for the duration of this Agreement, except that any increase in excess of 20% of the baseline amount shall be shared equally by the parties.
- C. Turf maintenance equipment will be housed at a Board facility close to the Turf Field. Both the VP for Athletics and the Township Recreation Director will have access to this equipment. The parties will share the costs associated with operating this equipment.
- D. All user-owned equipment, materials, and gear shall be removed from the Board's property after each use, unless prior arrangements have been made with the Township Recreation Director and the VP for Athletics.
- E. Extraordinary improvements and ongoing Turf Field maintenance costs shall be supplemented by the Turf Trust, which is funded by third party fees paid for use of the Turf Field. The Turf Trust shall be maintained by the Township and the Board. The Turf Trust account will be established by the Township and all disbursements of funds for maintenance purposes will require approval of the Township and Board and their respective endorsements.

SECTION 6. FIELD REPLACEMENT. At the end of the useful life of the Turf Field, the parties will meet in good faith to establish the contractual criteria for Turf Field replacement and continued use by both parties. This will include, but not be limited to, payment criteria and timing for resurfacing.

SECTION 7. INSURANCE. The Township and the Board will each maintain their own insurance coverage for their respective uses of the Turf Field. The minimum acceptable coverage shall be \$2,000,000.00 for general liability coverage and automobile liability coverage and statutory coverage for worker's compensation. The parties shall include each other as "additional insureds" on their individual policies. In addition, the project specification will require the contractor to maintain insurance during the course of construction and provide a maintenance bond for at least one (1) year following acceptance of the Turf Field. Also, the parties will establish insurance requirements for third party users of the Turf Field. All such insurance for the Township, the Board and for third party users will provide coverage in connection with their respective use of the concession stand, press box, track and Turf Field.

SECTION 8. FUND RAISING CONTINGENCY. This Agreement is conditioned upon the contribution of One Hundred Thousand Dollars (\$100,000.00) from the resident fund raising campaign "Roxbury Field of Dreams" toward the construction of the Turf Field. In the event that such contribution is not made, for

whatever reason, either party may terminate this Agreement up until such time that the bids are issued for this project. In the event of such a termination, the parties hereto shall have no further obligations to each other in connection with the Turf Field or the purposes hereof.

SECTION 9. USE OF CONCESSION STAND AND SCOREBOARD. Any request for the use of the concession stand or scoreboard must be made in advance and will be exclusively addressed by the Township Recreation Director and VP for Athletics, or their designee. There will be no charge to the Township or Board approved clubs and teams for use of these facilities. The manner in which such arrangements are made shall be consistent with the terms and conditions referred to in Section 4(N) of this Agreement. Any party using the facilities will be responsible for any damage to same that may result from such use and required to make timely repairs to same. The fees for such use by a third party shall be deposited in an account to be established and maintained by the Township and the Board for use in defraying maintenance and repair items, the Turf Trust, as described in Section 5E of this Agreement.

SECTION 10. ADVERTISING. No permanent advertising will be allowed at the Turf Field unless agreed to by both the Township and the Board.

SECTION 11. REMEDIES AND CONFLICT RESOLUTION. Turf Field usage, facility payments, maintenance or any other item associated with sharing the Turf Field shall be decided by the parties as set forth in this Agreement. Disputes concerning any of the terms of this Agreement, including, but not limited to, unequal usage, usage of the Turf Field outside of designated times, shall be initially addressed by the Township Recreation Director and the VP for Athletics. In the event that the Township Recreation Director and the VP for Athletics cannot agree on a resolution, the dispute shall be IT IS RESOLVED as follows:

- A. STEP ONE. The dispute shall be referred to the Township Manager and the Superintendent of Schools.
- B. STEP TWO. In the event that a resolution cannot be achieved, the Township Manager and Superintendent of Schools shall refer the matter to a mediator. Matters not resolved by mediation (if pursued) shall be resolved by binding arbitration with one arbitrator in accordance with the rules of the American Arbitration Association. The party who prevails at the arbitration shall be reimbursed by the other party for all costs and expenses related to the arbitration.

SECTION 12. OPERATING RULES. The Board and the Township shall jointly promulgate site-operating rules consistent with adopted Board and Township policies, regulations, and procedures, to ensure the safety and welfare of all Turf Field users.

SECTION 13. CONTRIBUTOR RECOGNITION. The Board agrees to allow the "Roxbury Field of Dreams" committee to recognize contributors through signs or plaques at the Turf Field as approved by the Board and Township.

SECTION 14. INDEMNIFICATION. The Township shall indemnify and hold harmless the Board, its elected and appointed officials, their employees, agents and servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from damages or injury caused by, or resulting from, the negligent acts or omissions by the Township's personnel arising out of this Agreement or any of the obligations assumed by the Township hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township is not solely responsible for said liability, then the Township's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township. The Board shall indemnify and hold harmless the Township, its elected and appointed officials, employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from, the negligent acts or omissions by the Board

September 21, 2009

arising out of this Agreement or any of the obligations assumed by the Board hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Board is solely responsible for such liability. In the event it is determined by a Court that the Board is not solely responsible for said liability, then the Board's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Board.

SECTION 15. ASSIGNMENT. Neither party may assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party.

SECTION 16. SEVERABILITY. If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue in full force and effect.

SECTION 17. NOTICE. Each notice or other communication that may be required to be given under this Agreement shall be in writing and shall be properly given and delivered during normal working hours to:

For the Board: Superintendent
Roxbury Township Board of Education
42 North Hillside Avenue
Succasunna, New Jersey 07876

For the Township: Township Manager
Township of Roxbury
1715 Route 46
Ledgewood, New Jersey 07852

SECTION 18. NON-WAIVER. Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's rights thereafter to enforce such terms.

SECTION 19. TERM. This Agreement shall commence immediately upon execution and shall terminate at the end of the calendar year in which the fifteenth of the yearly payments is made to the Township by the Board in accordance with Section 3 hereof or upon the removal, replacement or end of the Field's useful life, whichever is later.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ATTEST:

BettyLou DeCroce, Township Clerk

TOWNSHIP OF ROXBURY
By: _____
Kathryn A. DeFillippo, Mayor

ATTEST:
EDUCATION

Ruthann Quinn, Board Secretary

ROXBURY TOWNSHIP BOARD OF

By: _____
John Moschella, Board President

{00430864; 1}

September 21, 2009

Personnel

Mrs. D'Agostino motioned, and Mrs. Miller seconded the motion that Personnel Resolutions 204-10 and 205-10 be accepted as presented:

Mr. Rogers stated his reasons for voting against 204-10. Mrs. Castriotta agreed with Mr. Rogers. Dr. Rossi and Mrs. D'Agostino commented.

The motion was approved by roll call vote::

Mrs. Books: *Yes to all;* **Mrs. Castriotta:** *Yes to 205-10 and No to 204-10;* **Mrs. D'Abbraccio:** *Yes to all;* **Mrs. D'Agostino:** *Yes to all;* **Mrs. Marchesi:** *Yes to all;* **Mrs. Miller:** *Yes to all;* **Mr. Rogers:** *Yes to 205-10 and No to 204-10;* **Mr. Somjen:** *Yes to all;* **Mr. Moschella:** *Yes to all.*

RESOLUTION NO. 204-10

Appointment – Buildings and Grounds Staff

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, *Mr. John Scheiner* be appointed to the position of Director of Buildings and Grounds effective October 1, 2009 for the 2009/2010 school year. Mr. Scheiner is replacing Mr. Alfred Soetebeer, Sr. who retired.

Salary: \$81,120 (pro-rated)

A background search as required by State law has been successfully completed.

Charged to Account: 11-000-262-104-000-100 SAL DIRCTR B&G

RESOLUTION NO. 205-10

Approval of First Reading – Policy 3281 – Staff Conduct

IT IS RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 3281 Staff Conduct for first reading. (Exhibit 1)

Mrs. D'Agostino motioned, and Mrs. Miller seconded the motion that Personnel Resolutions 206-10 through 208-10 be accepted as presented:

The motion was approved by roll call vote::

Mrs. Books: *Yes to all;* **Mrs. Castriotta:** *Yes to all;* **Mrs. D'Abbraccio:** *Abstain to all;* **Mrs. D'Agostino:** *Yes to all;* **Mrs. Marchesi:** *Yes to all;* **Mrs. Miller:** *Yes to all;* **Mr. Rogers:** *Yes to all;* **Mr. Somjen:** *Yes to all;* **Mr. Moschella:** *Yes to all.*

RESOLUTION NO. 206-10

Leave of Absence – Professional Staff

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, *Ms. Jamie Osbun*, BSIP Teacher at the Lincoln/Roosevelt School, be granted a disability/child rearing leave of absence effective November 23, 2009 using fourteen (14) available sick days until released by her physician and, thereafter, an unpaid leave of absence through February 5, 2010. Ms. Osbun intends to return to work on February 8, 2010.

September 21, 2009

RESOLUTION NO. 207-10
Appointment – Support Staff

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, *Ms. Sheree Kopacka* be appointed as a substitute Cafeteria Aide at Kennedy School effective September 22, 2009 for the 2009/2010 school year.

Salary: \$11.53/Hour on an as-needed basis

A background check as required by State law has been successfully completed.

RESOLUTION NO. 208-10
Appointment – Coach

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the following personnel be appointed as a Coach at the Eisenhower Middle School for the 2009/2010 school year.

Name	Position	Step	Salary
<i>Field Hockey</i>			
Crescente, Lisa	Assistant Coach	2	\$3,566

Education

Mrs. Miller motioned, and Mrs. D'Abbraccio seconded the motion that Education Resolutions 209-10 and 210-10 be accepted as presented:

Mrs. Castriotta asked about 209-10 and 210-10. Dr. Heinegg responded.

The motion was approved by roll call vote::

Mrs. Books: *Yes to all;* **Mrs. Castriotta:** *Yes to all;* **Mrs. D'Abbraccio:** *Yes to all;* **Mrs. D'Agostino:** *Yes to all;* **Mrs. Marchesi:** *Yes to all;* **Mrs. Miller:** *Yes to all;* **Mr. Rogers:** *Yes to all;* **Mr. Somjen:** *Yes to all;* **Mr. Moschella:** *Yes to all.*

RESOLUTION NO. 209-10
Approval of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials Update

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, the Roxbury Township Board of Education re-approves the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials. The 1999 Agreement remains unchanged with no additional terms/revisions per the annual meeting between Michael A. Rossi, Jr., Ph.D., Superintendent, and Mark J. Noll, Roxbury Township Chief of Police.

RESOLUTION NO. 210-10
Approval of Overnight Trips – Athletic Events – RHS

IT IS RESOLVED, that in accordance with the Superintendent's recommendation, staff and students be approved for participation in the following athletic events as per Board policy. Attendance at these events is based upon team and/or individual qualifications.

Event	Location	Dates	Maximum GSA Per Diem Rate for Attending Staff Members*
Cheerleading	National Championships Orlando, FL	February 11-16, 2010	\$182
Wrestling	NJSIAA State Championships Atlantic City Convention Center	March 4-7, 2010	\$159
Swimming	State Championships Deptford, NJ	March 5-7, 2010	\$109
Track	Pennsylvania Relays University of Pennsylvania	April 22-24, 2010	\$219
Track	NJSIAA Group Championships Egg Harbor, NJ	May 27-29, 2010	\$171
*unless adjusted by the U.S. General Services Administration			

PUBLIC COMMENTS – Non-Agenda Items (There is a three minute time limit, per Board Policy)

None

ADJOURNMENT

It was motioned by Mrs. D'Abbraccio and seconded by Mrs. Miller to adjourn the meeting at this time, 9:37 p.m.

Respectfully submitted,

Pam Hinman
Assistant Board Secretary