

SECAUCUS BOARD OF EDUCATION  
BOARD MEETING MINUTES  
DATED: JANUARY 16, 2014

President McStowe called the meeting to order at 4PM and roll call taken as follows:

PRESENT: Messrs. Anderson, Gerbasio, Lewis, Riebesell and McStowe, Mrs. O'Connell and Mrs. Snedeker, Mrs. D'Addetta, and Ms. Marra

LATE ARRIVAL:

President McStowe declared a quorum present

Also present: Robert Presuto, CSA  
Grace Yeo, Acting SBA/BS  
Stephen Fogarty, Esq.

Vice President Riebesell, asked everyone to rise and join in the salute to the flag. In accordance with the provisions of the Open Public Meeting Act, Vice President Riebesell, announced that the Acting Board Secretary had forwarded notice of this meeting for advertising by having the date, time and place thereof posted in the Secaucus Town Hall, on the bulletin board in the hallway of the Board of Education Administration Building, as well as being provided to the Secaucus Home News, Jersey Journal, and the Bergen Record.

**RESOLUTION**

**INTRODUCED BY:** Mr. Gerbasio

**SECONDED BY:** Mrs. Snedeker

**WHEREAS**, it shall be necessary for the Secaucus Board of Education to discuss subjects concerning personnel matters;

**BE IT RESOLVED**, that the aforesaid subject will be discussed in closed Executive Session pursuant to the provisions of P.L. 1975, Chapter 231, and that such deliberations thereto will be made available to the public as soon as the reasons for non-disclosure no longer exist.

**NOW, THEREFORE, BE IT RESOLVED**, that the Secaucus Board of Education went into Executive Session at 4:08PM in order to discuss personnel.

Board Members present unanimously adopted the foregoing Resolution.

Motion by Mr. Riebesell, seconded by Mr. Lewis, and unanimously adopted by Board Members present to adjourn Executive Session and resume Regular Meeting at 7PM.

Motion by Mr. Riebesell, seconded by Kelli D'Addetta and unanimously adopted by board members present to accept and approve the December 19, 2013 board meeting minutes, with Mrs. Snedeker abstaining.

**Organization Reports:**

Student Kush Shah reported on JSA activities for the months of December and January, as well as upcoming events. In preparation for Winter Congress JSA held a mini congress with their parents participating. Mr. McStowe urged anyone (not just parents) to attend these mini congress meetings as they are exiting and very enlightening.

Principal of Middle School, Robert Valente reported on activities and events at the Middle School. He thanked Mr. DePice working with the children to create the murals in the hallways, and invited everyone to come and visit. Mr. Valente reported on the success of the recently held Spelling and Geography Bees. The children also raised \$1800 for various charities within the Town. Mr. Valente ended by congratulating Ms. Allison Cunniff, Teacher of Year for Middle School.

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Principal of Huber Street, Linda Wilhelm, reported on the activities for months of December and January including the upcoming 6<sup>th</sup> Grade Social. Recently, a new large screen was purchased along with a defibulator for the second floor as well as additional iPads for the 2<sup>nd</sup> grade. Mrs. Wilhelm announced that February 25<sup>th</sup> is the PTA Founder's Day so please mark your calendars.

Principal of Clarendon, Pat Cocucci announced that Clarendon School is number one in New Jersey and 7<sup>th</sup> in the nation, in raising funds for St. Jude. Clarendon will again hosts St. Valentine Day luncheon for our Senior Citizens.

On behalf of both Huber and Clarendon Mr. Cocucci has contacted school districts which in the past have been the host cities of the Super Bowl. All expressed the concern of children/human trafficking and for the school to be diligent in keeping our children safe. Therefore, during the week prior to the Super Bowl, all children will remain inside. Games and other activities within the building have been planned. In addition, the Guidance Counselors will visit each class to discuss the dangers of not only of talking to strangers, but of Facebook and Twitter.

Secaucus High School Principal, Dr. Robert Berckes, updated us on the recent activities held in High School including the participation of 35 of the concert band in the inauguration of our own Vincent Prieto as Speaker of the State House of Representatives. The Jr. Ring ceremony was held and of the 134 students only 17 received rings. The advisors and administration will be looking at ways to allow more students to participate. Mid-term exams are quickly approaching with students and staff in preparation. Dr. Berckes explained a new program which is being conducted during student's study hall; namely Character Education. This program provides the students to think better, behave with respect and use manners like please and thank you. Dr. Berckes also suggested that if you want to see SHS at its best, turn to channel 34 at 9:30pm and watch the LipSync contest.

**Superintendent Report:**

Recommended action on resolutions and motions to be presented under Committee Reports. HIB Report was presented and the report is available at the Administrative Offices.

Mr. Presuto commented on the recently held JSA Alumni reunion held on January 4<sup>th</sup> which included alumni from across the United States, all coming back to honor Mr. Gehm.

On January 7, 2014 Educators from South Korea (teachers/principals and superintendents) recently visited with Mr. Presuto and toured the high school and PAC. Mr. Presuto also commended Mr. Fournier and the 35 students attending Mr. Prieto's inauguration. Mr. Presuto explained a grant applied for "safe driving". He encouraged everyone to stay safe during the Super Bowl festivities, and if you see something say something.

**Acting Business Administrator/Board Secretary Report:**

Recommended action on resolutions and motions to be presented under Committee Reports.

Ms. Yeo brought to those in attendance that there was an additional resolutions under Buildings and Grounds.

**Public Agenda Comments:**

Tom Troyer- inquired as to why Grace Yeo was leaving the organization and who will be conducting the interviews for her replacement. Mr. McStowe responded that the Superintendent would be forming a Committee to conduct the interviews.

Ms. Marra wanted the public to know that the NFL's use of the PAC would consists of working volunteers and would be staging from the PAC, with workers transported by busses.

**Committee Reports and New Business**

**1. School Government**

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**R1.1**

**INTRODUCED BY:** Gary Riebesell

**SECONDED BY:** Joseph Lewis

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby appoint Phyllis Pesci as a Clerk for the Child Study Team replacing Susan Impreveduto (account #11-000-219-105-000) as recommended by the Superintendent of Schools.

Compensation: \$40,477.00 1st step on the 35- hour Clerical Guide  
Pro-rated for the remainder of the school year.  
Effective Date: February 3, 2014

**R1.2**

**INTRODUCED BY:** Gary Riebesell

**SECONDED BY:** Joseph Lewis

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve for Denise Imperato, Teacher Assistant to provide extra coverage for the High School Instruction Program for the remainder of the second marking period and the fourth marking period - two (2) hours every four days at \$25.00 per hour as recommended by the Superintendent of Schools.

**R1.3**

**INTRODUCED BY:** Gary Riebesell

**SECONDED BY:** Joseph Lewis

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve to appoint the following individuals to our Substitute List for the 2013-2014 school year as recommended by the Superintendent of Schools, and

**Substitute Teachers:**

- |                          |                              |
|--------------------------|------------------------------|
| • Dianna Ferrera         | Substitute Cert.             |
| • Seham Noubor Estranous | Substitute Cert.             |
| • Christos Raikos        | Substitute Cert.             |
| • Stephen Innocenzi      | Certified Teacher of Theater |

**BE IT FURTHER RESOLVED:** compensation for substitute teachers the 2013-2014 school year is set as follows:

- \$75.00 per/day to start for individuals holding a Substitute Certificate.
- \$85.00 per/day after 40 days for individuals holding a Substitute Certificate
- \$80.00 per/day to start for Certified Teachers.
- \$90.00 per/day after 40 days for Certified Teachers
- \$125.00 per/day for Substitute School Nurses

**R1.4**

**INTRODUCED BY:** Gary Riebesell

**SECONDED BY:** Joseph Lewis

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**BE IT RESOLVED:** that the Secaucus Board of Education does hereby appoint the individuals listed below to the 2013-2014 Spring Coaching Positions as recommended by the Superintendent of Schools, and

<b>Spring Positions</b>	<b>Name</b>	<b>Stipend</b>
Head Baseball Coach	Keith Schneider	\$6380
Assistant Baseball Coach(s)	Neil Czechowski/Thomas Reynolds	\$3590 each
Volunteer Baseball Coach(s)	Kyle Schlemm/Raphael Pastore	pro-bono
Assistant Softball Coach	Krystal Snarski	\$3590
Volunteer Softball Coach	Sheila Rivera	pro-bono
Head Outdoor Track & Field Coach	Bayu Sutrisno	\$5680
Asst. Outdoor Track & Field Coach(s)	Michael Vitulano/Janet Regensberg	\$3140 each
	Melissa Pablos	\$3140
Head Boys' Tennis Coach	Mark Schroback	\$5180
Assistant Boys' Tennis Coach	Ron Mroz	\$2890
Middle School Track & Field (Girls')	Christine Candela	\$2700
Middle School Track & Field (Boys')	David Segro	\$2700

**NOW THEREFORE BE IT RESOLVED:** that compensation for these positions shall be contained in the Agreement between the Secaucus Education Association, Inc. and the Secaucus Board of Education and that no rights of tenure shall accrue by virtue of this appointment.

**R1.5**

**INTRODUCED BY:** Gary Riebesell

**SECONDED BY:** Joseph Lewis

**WHEREAS,** the Secaucus Board of Education approved at the December 19, 2013 meeting the Acting Business Administrator/Board Secretary, Grace Yeo, Addendum II to the employment contract pending County Superintendent approval; and

**BE IT RESOLVED,** that the Secaucus Board of Education is in receipt of approval letter from the County Superintendent retroactive and effective for the period January 1, 2014 to June 30, 2014.

- M1.1** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to accept with, regret, letter of resignation from Grace Yeo, Acting Business Administrator/Board Secretary effective February 28, 2014.
- M1.2** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to post and advertise for an Business Administrator/Board Secretary.
- M1.3** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to post for a Bi-Lingual Spanish Teacher Aid to translate for one special education student for up to one hour per/day for the remainder of the school year.
- M1.4** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to post for the Fall Coaching positions for the 2014-2015 school year.
- M1.5** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to grant Lucy Biegler, Literacy Coach at Clarendon School a medical leave of absence commencing on February 28, 2014 for approximately three to four weeks.
- M1.6** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to grant a medical leave of absence for Thomas Eckert, custodian at High School commencing on January 15, 2014, with an undetermined return date at this time.

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**M1.7** Motion by Mr. Riebesell, seconded by Mr. Lewis and unanimously approved to post for a Night Supervisor Custodian for the High School/Middle School.

The foregoing resolutions and motions were adopted by roll call vote as follows:

	Yes	No	Abstain	Absent
Robert Anderson	X			
Kelli D'Addetta	X			
John Gerbasio	X			
Joseph Lewis	X			
Dora Marra	X			
Kathy O'Connell	X			
Gary Riebesell	X			
Lisa Snedeker	X			
Jack McStowe, President	X			

**2. Curriculum**

**R2.1**

**INTRODUCED BY:** Robert Anderson

**SECONDED BY:** Lisa Snedeker

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve the annexed Field Trips in accordance with the requirements of Chapter 53 – Fiscal Accountability Measures: Subchapter 5, Subsection 5.8.

**R2.2**

**INTRODUCED BY:** Robert Anderson

**SECONDED BY:** Lisa Snedeker

**BE IT RESOLVED,** that the Secaucus Board of Education herby approves to remove Eastwick College from the program of studies.

**3. Finance**

**R3.1**

**INTRODUCED BY:** Joseph Lewis

**SECONDED BY:** Lisa Snedeker

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**BE IT RESOLVED:** that the Board of Education approves for payment the Bill List as per annexed in the amount of \$1,872,545.52.

**R3.2**

**INTRODUCED BY:** Joseph Lewis

**SECONDED BY:** Lisa Snedeker

**BE IT RESOLVED:** that the Secretary is hereby authorized to make transfers for the month of October within the various appropriations for the 2013-2014 school year as shown on the annexed report.

**R3.3**

**INTRODUCED BY:** Joseph Lewis

**SECONDED BY:** Lisa Snedeker

**BE IT RESOLVED,** that pursuant to N.J.A.C. 6:20-2.12(e), we certify that the Financial Reports of the Acting Business Administrator/Board Secretary and the Treasurer of School Monies, as presented by the Acting School Business Administrator for the month(s) of October be placed on file. The Reports are in agreement. The Board of Education, after review of the Secretary's Financial Reports (Appropriations Section) and upon consultation with the appropriate district officials, hereby certifies to the best of our knowledge, no major account or funds have been over expended in violation of N.J.A.C. 6:20-2.23(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

**R3.4**

**INTRODUCED BY:** Joseph Lewis

**SECONDED BY:** Lisa Snedeker

**BE IT RESOLVED,** that the Secaucus Board of Education hereby authorizes the Business Administrator and President to execute contracts for out of district placement tuition for the 2013-2014 school year for:

<u>School</u>	<u>Student</u>	<u>Tuition</u>
YCS-Sawtelle Learning Center	DL	\$58,708.98 (11 Month program)

**R3.5**

**INTRODUCED BY:** Joseph Lewis

**SECONDED BY:** Lisa Snedeker

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**BE IT RESOLVED**, that the Secaucus Board of Education approve contract with Bergen County Special Services, located at 216 Route 17 North, 4<sup>th</sup> floor, Rochelle Park, 07662, to provide Behavioral consulting services at \$132 per hour.

**R3.6**

**INTRODUCED BY:**                 **Joseph Lewis**

**SECONDED BY:**                 **Lisa Snedeker**

**BE IT RESOLVED**, that the Secaucus Board of Education approve, as recommended by Superintendent the annexed out of district travel as of January 16, 2014

Employee Name	Date(s) of Event	Title of Event	Location	Registration Fee	Estimated Tolls and Mileage	Total Cost
J. Niemiera	2/20-2/22/14	NJMEA Annual Music Conf	E. Brunswick	\$195.00	Mileage & Tolls \$41.67	\$236.67
S.Redvanly	2/20-2/22/14	NJEMA Annual Music Conf.	E. Brunswick	\$195.00	Mileage & Tolls \$41.67	\$236.67
D. Segro	2/24 -2/25/14	NJAHPERD Annual Convention	Long Branch	\$100.00	Mileage & Tolls 33.04	\$143.74
J.Preis	2/13/2014	Helping Transgender Youth	Rutgers	\$75.00	Mileage & Tolls \$25.50	\$100.50

The foregoing resolutions were adopted by a roll call vote as follows:

	Yes	No	Abstain	Absent
Robert Anderson	X			
Kelli D'Addetta	X			
John Gerbasio	X			
Joseph Lewis	X			
Dora Marra	X			
Kathy O'Connell	X			
Gary Riebesell	X			
Lisa Snedeker	X			
Jack McStowe, President	X			

**4. Safety, Security Buildings & Grounds**

**R4.1**

**INTRODUCED BY:**                 **John Gerbasio**

**SECONDED BY:**                 **Gary Riebesell**

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**Arthur F. Couch Performing Arts Center**  
Use of Facilities Agreement  
SECAUCUS BOARD OF EDUCATION

**THIS AGREEMENT** is made on January 16, 2014 by and between the **Secaucus Board of Education**, having an address of 20 Centre Avenue, Secaucus, New Jersey 07094 (hereinafter referred to as the "Owner") and **Touchdown Entertainment, Inc.**, having an address of 12400 Wilshire Boulevard, Suite 1275, Los Angeles, California, 90025 (hereinafter referred to as the "Licensee"). Throughout this agreement the masculine singular form of address is used as a matter of convenience. All such words are intended to include more than one person or gender as the context requires.

**WHEREAS**, the Licensee wishes to enter into an Agreement for use of the Owner's facilities, specifically, the auditorium and cafeteria located at Secaucus High School, 11 Mill Ridge Road, Secaucus, New Jersey (hereinafter referred to as the "Premises"); and

**WHEREAS**, the Licensee desires to utilize the Premises from 8:00 a.m. on Sunday, February 2, 2014 to 12:00 a.m. on Monday, February 3, 2013 (a total of sixteen hours), for the following event: 2014 Super Bowl XLVIII Pre-Game and Halftime Events Staging (hereinafter referred to as the "Event"); and

**WHEREAS**, the parties wish and intend by this Agreement to set forth the terms under which Licensee may utilize the Premises for the Event during the above time period;

**NOW THEREFORE**, in consideration of the terms and conditions of the Agreement and the mutual covenants and agreements contained herein, the parties agree:

**1. Licensee's Use.** Owner agrees that the Licensee shall be permitted to utilize the Premises during the time set forth above, subject to the terms and conditions set forth herein and in the Rules and Regulations amended) annexed hereto as Exhibit A, which are incorporated herein by reference. In the event of a conflict between this Agreement and Exhibit A, this Agreement shall control. More specifically, Licensee shall have use of the Arthur F. Couch Performing Arts Center, the High School Cafeteria, and the High School parking lot.

**2. Facilities.** Notwithstanding anything contained herein, the premises shall be provided in a good state of repair and in compliance with all applicable laws, regulations and health and safety and other applicable codes and regulations, and Owner shall obtain all building related permits required to conduct the Event.

**3. Nature of Use.** No legal title or leasehold interest in the Property shall be deemed or construed to be created or vested in Licensee by anything contained herein. Licensee's use of the Premises shall be as a licensee only. It is expressly understood and agreed that Licensee is not a tenant or lessee, Tenant is not a landlord, and Licensee does not have such rights as exist at law regarding landlord/tenant rights, including without limitation N.J.S.A.2A:18-61.1 et seq.

**4. Use of Facilities Charge.** In exchange for Licensee being permitted to utilize the Premises for the Event, the Licensee shall pay the sum of eighteen thousand five hundred seventy-two dollars (\$18,572) to the Owner upon execution of this contract, which includes payment of Owner's anticipated costs related to Licensee's use of the Premises, including but not limited to costs for custodial personnel, site management (security) personnel, and audio-visual technicians (details are set forth in Exhibit B). A deposit of ten thousand dollars (\$10,000) shall be paid to the Owner on the date of this Agreement's approval by the Owner, and shall be credited to the total facility charge listed above. In the event that the Owner incurs additional unanticipated costs related to Licensee's use of the Premises, including but not limited to the need for extra personnel to clean the Premises, Owner reserves the right to bill Licensee separately for such costs. Additionally, Licensee shall provide or secure such minimum bonded security personnel as determined by the Chief of Police for the Town of Secaucus consistent with Exhibit A annexed hereto (any and all such charges are between Licensee and the Town of Secaucus). Licensee shall also coordinate, with the Chief of Police, all traffic control for the event.

**5. Insurance.**

a. Notwithstanding the insurance requirements contained in Exhibit A annexed hereto, Licensee shall provide general liability insurance and automobile liability insurance, together with umbrella coverage, with limits of liability no less than \$1,000,000 per person and \$3,000,000 per occurrence for each coverage, workers compensation insurance with statutory coverage, and employer's liability with minimum coverage of five hundred thousand dollars (\$500,000.00). An insurance certificate which reflects the required coverage shall be provided to the Owner and shall name the Owner as additional insured as respects the liabilities assumed herein by Licensee in advance of the event. b. Owner shall, at its sole cost and expense and without a right of reimbursement hereunder, maintain and have in full force



at all times during the term of this Agreement (and shall cause each of its subcontractors to maintain and have in full force at all times during the term of this Agreement) until the delivery of all goods and the performance of all services in connection with the Event, insurance policies as provided for below in connection with the provision of goods and/or the performance of all services hereunder. Owner shall provide to Licensee, immediately upon execution hereunder, a certificate of insurance naming Licensee, the NFL Entities, the Super Bowl Host Committee, the Event's director, Mars Force Touring, Inc., Jacobson Payroll Group, Inc., Backstage Payroll Services, Inc., Quantum Payroll Services, Inc., the City of East Rutherford, each owner and operator of any arena or venue (including, without limitation, Metlife Stadium) in which the Event is held, the National Football League Players' Association and each former and current NFL player, all organizers, sponsors, advertisers, producers, performers, instructors and others associated with the Event, together with their respective owners, parents, affiliates, subsidiaries, related persons and entities, and their respective shareholders, directors, officers, governors, partners partnerships, principals, members, managers, employees, attorneys, participants, consultants, subcontractors, agents, representatives, distributors, licensees, successors and assigns (collectively, the "Indemnitees") as additional insureds with respect to any Work (on all but worker's compensation and employer's liability insurance) and evidencing at least the following coverages with respect to all contemplated operations of Owner and any subcontractors of Owner: i. Commercial general liability insurance, primary and umbrella, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage, with a combined single limit in the amount of five million dollars (\$5,000,000) per occurrence; ii. Workers' compensation and disability insurance with statutory limits as required by any applicable law or regulation covering employees, subcontractors, volunteers, temporary workers and leased workers; iii. Employer's liability insurance in the amount of \$1,000,000 for each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 for each employee for bodily injury by disease; and iv. Property insurance for protection against loss or damage to owned, borrowed, or rented electronic equipment, capital equipment, tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by Owner. Any deductible or retention in excess of Ten Thousand Dollars (\$10,000) per occurrence or accident under any of the required coverages shall be subject to Licensee's prior written approval. A waiver of subrogation shall be provided by Owner's insurance company(ies) in favor of the Indemnitees. All insurance pursuant to this Paragraph shall be with companies authorized to do business in the state where the work is being performed and rated no less than "A-VII" as to policyholder's rating in the current edition of A.M. Best's Insurance Guide. The certificates of insurance shall: (a) evidence all the insurances required by this Agreement; (b) be occurrence form; (c) be primary coverage (irrespective of any other insurance, whether collectible or not) and not contributory; (d) provide that the policy shall not be terminated, materially modified or non-renewed during the term of this Agreement without at least thirty (30) days prior written notice to Licensee. Owner shall be responsible for satisfaction of all deductibles. The purchase of such coverage and furnishing of such certificates shall not in any way modify, reduce or limit Owner's obligations under this Agreement or in any way modify Owner's indemnification obligations hereunder. Any actions, errors or omissions that may invalidate coverage for Owner shall not invalidate or prohibit coverage available to the additional insureds. Receipt by Licensee of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. **6. Indemnification.** The parties agree to mutually indemnify each other for any injuries, damages or losses generally arising out of the negligent or intentional conduct of its own employees, agents, volunteers or representatives, as set forth more particularly in Paragraphs 6.a and 6.b below: a. Licensee agrees to indemnify and hold the Owner harmless from any and all third-party claims that may arise from Licensee's acts or omissions (or those of its employees, agents or contractors) in connection with the use of the Premises under this Agreement. In particular, Licensee agrees to release, indemnify and hold the Owner harmless from any losses for bodily injury and/or property damage, including reimbursement of reasonable, outside attorneys' fees and expenses, incurred by the Owner, its respective employees, agents, volunteers or representatives, and any person who may attend the Event or may be affected by the Event, which may arise out of or in any way is related to the Licensee's acts or omissions (or those of its employees, agents or contractors) in connection with Licensee's use of the Premises and/or the supervision and presentation of the Event. Any indemnity, defense or hold harmless provided herein shall not extend to any claims arising from: (a) the negligence or willful misconduct of Owner, or its agents, employees or contractors, or (b) structural or premises-related defects of the Premises. b. Likewise, the Owner agrees to indemnify, hold the Indemnitees harmless, and, if requested by Licensee defend the Indemnitees from any and all third-party claims that may arise from Owner's acts or omissions (or those of its employees, agents or contractors) in connection with the use of the Premises under this Agreement. In particular, Owner agrees to release, indemnify and hold the Licensee harmless from any losses for bodily injury and/or property damage, including reimbursement of reasonable, outside attorneys' fees and expenses, incurred by the Licensee, its respective employees, agents, volunteers or representatives, and any person who may attend the Event or may be affected by the Event, which may arise out of or in any way is related to the Owner's acts or omissions (or those of its employees, agents or contractors) in connection with Licensee's use of the Premises and/or the supervision and presentation of the Event. Any indemnity, defense or hold harmless provided herein shall not extend to any claims arising from the negligence or willful misconduct

of Licensee, or its agents, employees or contractors. If Licensee elects to have Owner assume the defense of any of such claims, then (a) Licensee and the NFLP will have the right to participate in such defense with their own counsel, and (b) Owner will not settle any claim without Licensee's or the NFLP's prior written approval. If Owner shall fail promptly to do so, Licensee shall have the right to adjust, settle, litigate and take any other action that Licensee deems necessary or desirable for the disposition thereof. In any such event, Owner shall reimburse Licensee on demand for all amounts paid or incurred by Licensee as a result thereof.

**7. Governing Law.** Any dispute arising under this Agreement shall be governed by the laws of the State of New Jersey as applied to agreements made and performed in New Jersey. The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity of it, unable to be resolved to the satisfaction of the parties by good faith negotiations, shall be finally settled by confidential arbitration in accordance with the rules of the American Arbitration Association applying the substantive law of the State of New Jersey without regard to any conflict of laws provisions. Service of process may be made in accordance with the notices provision of this Agreement, and any such service shall have the same effect as personal service within the State of New Jersey. The arbitration will be governed by United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. Each party shall initially pay its own fees and half of the administrative costs charged by the arbitrator and AAA; however, the arbitrator(s) shall be empowered to award to the prevailing party all costs and expenses directly related to arbitration including, but not limited to, reasonable attorneys' fees. The arbitration will be held in a mutually agreeable location. Notwithstanding the provisions of this section, Licensee may bring a claim for injunctive relief before a court in New Jersey Superior Court without first submitting the claim to arbitration.

**8. Force Majeure.** If the broadcast or the production of the Event is/are delayed or prevented by governmental regulations or order, or by strike, threat thereof, walk-out, or labor dispute, or by failure of broadcasting or production facilities because of war, acts of terrorism, or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of the breakdown of said broadcasting facilities or production facilities due to causes beyond the reasonable control of the Licensee ("Force Majeure"), Licensee shall be entitled to immediately postpone, suspend and extend, or terminate this Agreement.

**9. Confidentiality.** Owner agrees that neither Owner nor any of its employees or subcontractors, will at any time, in any fashion, form or manner, disclose or communicate to any person or entity, any non-public or proprietary information concerning the NFL Entities, Licensee, or their officers, directors, employees, affiliates, subsidiaries, operations or programs, or the Event. Without limiting the generality of the foregoing, Owner agrees that neither Owner nor its employees, and subcontractors shall at any time communicate with the press or issue or authorize or permit the issuance of any information, publicity or public statement, whether written, verbal, or otherwise, concerning the Licensee, the NFL Entities, the Event, or anyone concerned with the production of the Event, without Licensee's express written consent. The "NFL Marks" are the names, symbols emblems, designs and logos of the National Football League ("NFL"), and its Member Clubs, including without limitation, the marks and logos specifically related to the Event, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs and any other indicia adopted for commercial purposes by the NFL or its Member Clubs. Owner shall not acquire any rights to use the NFL Marks and shall not, during the Term of this Agreement or thereafter, attack the property rights of the NFL Entities in and to the NFL Marks. Owner further agrees that neither Owner nor any of its employees or subcontractors, will at any time, in any fashion, form or manner, publish or use the NFL name, the NFL Marks or any work product produced hereunder (including, without limitation, any photographs thereof) in any advertising, sales promotion, publicity or other materials without Licensee's and NFLP's prior written approval. Owner agrees that neither Owner nor any of its employees or subcontractors will submit any such work product for award consideration without the Licensee's and the NFLP's prior written approval. No personal photographs are allowed on set. Owner will cause each of its employees working on the Premises on the day of the Event, and any of those with knowledge of this Agreement, to sign a copy of the Confidentiality and Non-Disclosure Agreement attached hereto as Exhibit C, as such Agreement may be updated or amended by the Licensee. The "NFL Entities" shall include NFL Properties LLC ("NFLP"), the NFL, its thirty-two member professional football teams, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Network Services LLC, and NFL Productions LLC. Without limiting anything in this Agreement, each of the NFL Entities is a third-party beneficiary under this Agreement with the right to enforce this Agreement against Owner.

**10. Modifications To Exhibit A.** Exhibit A shall be amended as follows:

a. Paragraph 1 of Exhibit A shall be modified to read as follows:

"The Board of Education reserves the right to reject any application on or before January 16, 2014 for failure to comply with policy and/or rules and regulations, or failure to cure same within a reasonable period of time following notice thereof from the Board of Education. Owner hereby waives any right to injunctive or other equitable relief or rescission of Licensee's rights, and hereby agrees that Owner's sole and exclusive remedy in the event of any breach of this Agreement by Licensee and/or its parent and/or subsidiaries shall be an action solely for monetary damages." b. Paragraph 2 of Exhibit A shall be modified to read as follows: "School facilities are rented solely by the Board of Education.

Owner warrants that it is the owner of (or the agent for the owner of) the Premises; that Owner has the full right, power and authority to enter into this Agreement and to grant Licensee the use of said Premises and each and all of the rights herein granted; that no other authorization other than Owner's authorization herein is necessary to enable Licensee to use the Premises for the purposes contemplated herein; and that the use by Licensee, its successors, licensees and assigns of the Premises and the rights granted hereunder will not infringe upon any contractual rights, property rights or other rights of any third party. Owner shall indemnify, hold harmless and defend Licensee, its successors, licensees and assigns from and against any and all loss, liability, damage, claims, demands, costs and expenses (including attorneys' fees and court costs) of any nature arising from any breach of any representation, warranty and/or covenant made by Owner in this Agreement." c. The second sentence of Paragraph 4 as set forth in Exhibit A shall be deleted in its entirety, and the first sentence shall end after "permitted." d. Paragraphs 7(b) and 7(d) of Exhibit A shall be deleted in their entirety. e. Paragraph 9 of Exhibit A shall be amended to read as follows: "No individual other than the personnel assigned by the Superintendent and/or designees shall be allowed to operate equipment owned by the Secaucus Board of Education. Licensee shall be bringing in and utilizing its own sound system and televisions/displays. Owner shall ensure that an audio-visual technician is present to coordinate any technical issues with Owner's equipment to the extent that Licensee needs to use the same." f. Paragraph 11 of Exhibit A shall be deleted in its entirety. g. Paragraph 13 of Exhibit A shall be amended to read as follows: "The Board of Education is not responsible for personal injuries or lost or stolen articles belonging to the Licensee or any of its guests, except to the extent that such injury or loss arises out of the negligence or willful misconduct of the Board of Education, or its agents, employees or contractors. h. Paragraph 16 shall be amended to read as follows: "While Owner will provide "security personnel," the responsibility of Owner's personnel shall be limited to essentially directing foot traffic within the building (not in the parking lot). Licensee is responsible for providing necessary policemen and/or security personnel to properly patrol and protect school property for this Event. The number of police and/or security personnel will be determined by the Chief of Police based on the nature of the Event and the anticipated attendance. The Licensee is responsible for securing all required member of police, at its cost, from the Secaucus Police Department. i. Paragraph 20 shall be deleted to remove the "at least ten (10) days" clause; Paragraph 20(c) shall be deleted; and Paragraph 20(e) shall be amended to read as follows: "The Secaucus Board of Education, its servants, agents and employees must be named as additional insureds with respect to the liabilities assumed herein by the Licensee on any policy."

**11. Release of Certain Claims.** Owner hereby releases Licensee from any and all claims, demands or causes of action which Owner, its heirs, successors or assigns may now have or hereafter acquire by reason of Licensee's exercise of the rights herein granted (other than physical damage to the premises or personal injury to any individual caused directly by Licensee's negligence or intentional acts). Owner hereby specifically waives the provisions of California Civil Code Section 1542, or any comparable applicable state law, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**12. Limitation on Liability.** In no event shall Licensee be liable to Owner or any other person or entity for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this agreement and its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise.

**13. Notices.** All notices which Licensee is required or may desire to give to Owner shall be given when in writing by addressing the same to the address set forth on the first page of this Agreement. All notices which Owner may desire to send to Licensee shall be sent to its address set forth on the first page of this Agreement, or such other address as Licensee shall designate in writing. All notices from Licensee to Owner under this Agreement shall be sufficiently given when the same shall be delivered in person, or deposited so addressed in the mail, postage pre-paid. All notices from Owner under this Agreement shall be sufficiently given when the same shall be received by Licensee.

**14. Entire Agreement.** This Agreement (including any and all schedules and exhibits attached hereto) constitutes the entire agreement of the parties relating to the subject matter hereof, supersedes all prior written and oral agreements and understandings relating to such subject matter and cannot be modified or amended except by a written instrument executed by the parties hereto. Each of the parties hereto and each person executing this Agreement on behalf of each party to the Agreement represents that he/she/it has the power and authority to do so. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The finding or holding of any provision in this Agreement as invalid, illegal or unenforceable shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if any provision so found or held is not contained therein.

**15. Survival.** The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement.

The foregoing resolution was adopted by a roll call vote as follows:

SECAUCUS BOARD OF EDUCATION  
BOARD MEETING MINUTES  
DATED: JANUARY 16, 2014

	Yes	No	Abstain	Absent
Robert Anderson	X			
Kelli D'Addetta	X			
John Gerbasio	X			
Joseph Lewis	X			
Dora Marra	X			
Kathy O'Connell	X			
Gary Riebesell	X			
Lisa Snedeker	X			
Jack McStowe, President	X			

**5. Technology – No Report**

**6. Policy**

**R6.1**

**INTRODUCED BY: Kathy O'Connell**

**SECONDED BY: John Gerbasio**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby approves the first reading of the following policies:

- 1240 Evaluation of Superintendent
- 3142 Nonrenewal of Non-tenured Teaching Staff Member
- 3144 Certification of Tenure Charges
- 3221 Evaluation of Teachers
- 3222 Evaluation of Teaching Staff Members, Excluding Teachers & Administrators
- 3223 Evaluation of Administrators, Excluding Principals, Vice Principals & Assistant Principals
- 3224 Evaluation of Principals, Vice Principals, and Assistant Principals
- 4146 Nonrenewal of Non- Tenured Support Staff Member

The foregoing resolution was adopted by a roll call vote as follows:

	Yes	No	Abstain	Absent
Robert Anderson	X			
Kelli D'Addetta	X			
John Gerbasio	X			
Joseph Lewis	X			
Dora Marra	X			
Kathy O'Connell	X			
Gary Riebesell	X			
Lisa Snedeker	X			
Jack McStowe, President	X			

**7. Athletic Liasion**

Mr. Riebesell reported on track, swim team, wrestling, and bowling teams results and remaining schedules. Mr. Riebesell also provided the website so that we can all follow these amazing athletes and support our local teams.

SECAUCUS BOARD OF EDUCATION  
BOARD MEETING MINUTES  
DATED: JANUARY 16, 2014

**8. Shared Services** – No Report

**9. New Business** - None

**Public General Comments**

Tom Troyer inquired as to the status of Ms. Dora Marra participating on Committee's. Last month Mr. McStowe read a letter which was sent to Ms. Marra concerning her absenteeism of five consecutive board meetings. The question is why was this done in a public forum and not behind closed doors, and what did you hope to accomplish? Mr. McStowe responded that it was Ms. Marra's decision to present the issue in this matter, and that the Board Attorney and other Board Members urged Ms. Marra not to do this publically. She chose to proceed.

**Board Member Comments**

Dora Marra urged everyone to be very careful during the Super Bowl. She expressed her regret of Grace Yeo's resignation. She informed those in attendance that Ms. Yeo is a dedicated employee who worked 70/80 hours a week on behalf of the district and will be truly missed.

Bobby Anderson also expressed his sorrow on Grace's resignation, and noted that the past comes back to haunt us. He also welcomed Francelis (Human Resource Specialist). Bobby cautioned everyone to pay attention/be aware of the Governor's planned extension to the school day and year without taking into consideration funding.

John Gerbasio thanked everyone in attendance braving the cold to attend the meeting. Mr. Gerbasio addressed Mr. Troyer regarding his statement made during the general comments. He took to heart what was said, and didn't feel Mr. Troyer had the right as to what or what was not discussed behind closed doors. Mr. Troyer apologized to Mr. Gerbasio.

Lisa Snedeker complimented the Middle School/High School students and organizations for all their help and support in community activities.

Joe Lewis congratulated Mr. Cocucci on his achievements and in particular #1 in the State for St. Jude's. He complimented Mr. Cocucci on all of his efforts to instill character and respect in the children. Also congratulation to Mr. Gehm and all he does with JSA.

Kelli D'Addetta, welcomed Francelis, and congrat's to Mr. Cocucci and Clarendon with St. Jude's. Also to Allison Cunniff as Teacher of the Year-Middle School. Kelli wished Grace Yeo, with a heavy heart good luck and wish you well....happy for you not us.

Kathy O'Connell congratulations to Mr. Cocucci and commended him for looking out for the safety and security of our children. Ms. O'Connell also welcomed Francelis. However, she can't say good by to Grace, but wish you luck and success and know that your decision was difficult.

Gary Riebesell also welcomed Francelis, congratulated Mr. Cocucci, and complimented Sal Cioffi and the entire custodial staff. The clean up of the schools during the recent snow storm was great. In addition, both Sal and Mike DalPozzo did a fantastic job of taking care of the heating problem of our Pre-K building on Sunday, so that the school would be up and running Monday.

Jack McStowe congratulated Clarendon and Mr. Cocucci on their achievement with St. Jude. Thank you Mr. Gehm for all that you do with our students and JSA. Thank you Mr. DePice for the great murals at Middle School. Welcome Francelis to our family. Don't forget a care is a weapon and don't text and drive.

SECAUCUS BOARD OF EDUCATION  
BOARD MEETING MINUTES  
DATED: JANUARY 16, 2014

**RESOLUTION**

**INTRODUCED BY:** Mr. Riebesell

**SECONDED BY:** Mrs. D'Addetta

**WHEREAS**, it shall be necessary for the Secaucus Board of Education to discuss subjects concerning personnel matters;

**BE IT RESOLVED**, that the aforesaid subject will be discussed in closed Executive Session pursuant to the provisions of P.L. 1975, Chapter 231, and that such deliberations thereto will be made available to the public as soon as the reasons for non-disclosure no longer exist.

**NOW, THEREFORE, BE IT RESOLVED**, that the Secaucus Board of Education went into Executive Session at 8:20PM in order to conduct an HIB hearing.

Board Members present unanimously adopted the foregoing Resolution.

Motion by Mr. Riebesell, seconded by Mr. Lewis, and unanimously adopted by Board Members present to adjourn Executive Session and resume Regular Meeting at 9:10PM.

Motion by Mrs. Snedeker, seconded by Mr. Riebesell, and unanimously adopted by Board Members present to adjourn the meeting at 9:15 pm.

Respectfully submitted,

Grace Yeo,  
Acting Board Secretary