

**PARSIPPANY-TROY HILLS
BOARD OF EDUCATION**

REGULAR MEETING OF
THURSDAY, JULY 19, 2012

The Parsippany-Troy Hills Board of Education held its Regular Meeting on Thursday, July 19, 2012 at the Administration Building, 292 Parsippany Road, Parsippany, NJ 07054.

CALL TO ORDER

CALL TO ORDER

President Calabria opened the meeting at 6:05 p.m. and immediately asked for a motion to go into closed session.

ADJOURN TO CLOSED SESSION

**ADJOURN TO
CLOSED SESSION**

A motion was made by Mr. Neglia and seconded by Mrs. Golderer and was approved by roll call vote with 5 Ayes and 4 Absences to adjourn to closed session for the purpose of personnel and negotiations.

1. This public meeting is hereby recessed into a private session where the public shall be excluded for the purpose of discussion and consideration of the following: personnel and negotiation issues.
2. It is the determination of the Board that a discussion of the aforementioned subject matter may be prejudicial to the interests of the parties involved and could result in a possible invasion of a right of privacy and be detrimental to the parties involved.
3. Discussion and/or action of the Board with regard to the above mentioned subject matter shall be (or not be) disclosed to the public within 60 days hereof.

RECONVENE OPEN SESSION

**RECONVENE
OPEN SESSION**

The regular meeting was reconvened at 7:10 p.m.

President Calabria stated that in compliance with Chapter 231, Public Law 1975 entitled Open Public Meetings Act, adequate notice of this meeting has been provided as specified in the Act. A meeting notice was published in the Daily Record on April 23, 2012. Additionally the Notice of Meeting was posted at the Municipal building and copy of Notice filed with the Township Clerk on July 16, 2012. This notice was also transmitted on July 16, 2012 to the Daily Record, The Citizen, Neighbor News, The Star Ledger, The Herald News and radio station WMTR. This is an official meeting.

MEETING NOTICE

FIRE NOTICE

FIRE NOTICE

The Fire Notice was read by President Calabria.

ROLL CALL

ROLL CALL

Present: Mrs. Susy Golderer
Mr. Anthony Mancuso (arrived @ 7:40 pm)
Mr. Gary R. Martin
Mrs. Debbie Orme (arrived @ 6:35 pm)
Mrs. Fran Orthwein
Mr. Sharif Shamsudin (arrived @ 7:00 pm)
Mr. Michael Strumolo (arrived @ 6:22 pm)
Mr. Frank Neglia
Dr. Frank Calabria

Also Present: Dr. Lee Seitz, Superintendent
Mr. Mark Resnick, Interim Business Administrator
Mr. Paul Saxton, Interim Director of Personnel
Mrs. Susan Tindal, Assistant Board Secretary
Mrs. Robin Tedesco, Assistant Business Administrator
Mrs. Katherine A. Gilfillan, Esq., Board Attorney

SALUTE TO THE FLAG

SALUTE TO THE FLAG

President Calabria led the assembly in a salute to the flag.

APPROVAL OF MINUTES

APPROVAL OF MINUTES

BE IT RESOLVED that the Board of Education approve the minutes of the Regular and Confidential Sessions of June 28, 2012. Mrs. Orthwein motioned, Mrs. Orme seconded and the minutes were approved by roll call vote with 7 Ayes, 1 No by Mr. Strumolo and 1 Absence.

CORRESPONDENCE

CORRESPONDENCE

None.

UNFINISHED BUSINESS

UNFINISHED BUSINESS

None.

COMMITTEE REPORTS

COMMITTEE REPORTS

Mr. Martin – Buildings & Grounds/Safety: no report.

Mrs. Orthwein – Policy: 4 policies for first reading on agenda.

Mrs. Orthwein – Personnel: met on July 18th; letter was distributed regarding parameters of committee; personnel searches are underway.

Mr. Shamsudin – Sports/Extra-Curricular: no report.

Mr. Neglia – Finance: no report.

Superintendent Seitz updated the Board and community on status of the turf fields and referendum and suggested that the Buildings/Grounds & Safety Committee and/or Sports/Extra-Curricular Committee meet next to review the plans. He recommended a Special Board meeting to discuss the plans and inform the community. A discussion followed.

Mrs. Golderer – Communications: is scheduling a meeting.

Mrs. Orme – Teaching & Learning: met on June 25th; curriculum and textbooks on agenda tonight.

Superintendent Seitz presented his Bulletin #1 with an addendum and read-ins. A lengthy question and answer period followed.

Mr. Mancuso arrived at 7:40 p.m.

Number 1

July 19, 2012

“The achievements of an organization are the result of the combined effort of each individual.”

-Vince Lombardi

The following motions are non-controversial, a matter of routine business and will be voted on by one motion:

I. The Superintendent Reports. . .

A. ITEMS FOR DISCUSSION

B. ITEMS FOR ACTION/EDUCATION

1. School Interdistrict Public School Choice Program

**INTERDISTRICT
SCHOOL CHOICE**

WHEREAS the Parsippany-Troy Hills Board of Education is required to comply with the requirements of the Interdistrict Public School Choice Program Act and specifically the requirements as a sending district; and

WHEREAS the Parsippany-Troy Hills Board of Education has concerns for the number of students from this school district that participate in the school choice program and elect to attend a school in another school district as students leaving this school district may have an adverse financial and educational impact to this school district; and

WHEREAS the Parsippany-Troy Hills Board of Education is concerned about the potential adverse financial and educational impact to this school district as a result of students participating in the school choice program; and

WHEREAS the Interdistrict Public School Choice Program Acts permits a sending school district to limit the number of its students participating in the school choice program; and

NOW THEREFORE BE IT RESOLVED the Parsippany-Troy Hills Board of Education shall, in accordance with the provisions of the Interdistrict Public School Choice Program Act, limit the number of its students that may participate

in the school choice program and attend a school in another school district under the Interdistrict Public School Choice Program Act to ten percent of the number of students per grade per year in the district.

BE IT FURTHER RESOLVED this resolution shall be in effect from its date of adoption until the Board of Education takes official Board of Education action to rescind or modify the limitation as outlined in this resolution.

2. **Board Policies**

**BOARD
POLICIES**

BE IT RESOLVED that the Board approve the following new and revised Board Policies/Guidelines and Procedures at this first of two readings.

Policy 2431 – Athletic Competition Revised

Policy 2431.3 – Practice and Pre-Season Heat Acclimation for Inter Athletics

Policy 9270 – Home School and Equivalent Education Outside the Schools

Policy 7510 – Use of School Facilities

**A
B
C
D**

3. **Textbook Adoptions**

**TEXTBOOK
ADOPTIONS**

BE IT RESOLVED that the Board approve the adoption of the following textbooks that have been approved by CCPC and the Board Teaching and Learning Committee:

A. Chemistry: A Molecular Approach (*Prentice Hall/Pearson, 2011*)
for Science, Grade 11

B. Immagina (*Vista Learning, 2011*) for AP Italian/Italian 5, Grade 12

C. Ecco Uno (*EMC Publishing, LLC , 2009*) for Italian, Grades 7 & 8

D. Ecco Due (*EMC Publishing, LLC , 2009*) for Italian, Grades 7 & 8

4. **Courses of Study**

**COURSES OF
STUDY**

BE IT RESOLVED that the Board approve the following Courses of Study that have been approved by CCPC and the Board Teaching and Learning Committee:

PEH 124-125, 324-325, 424-425 Health – Grades 9, 11 & 12

Introduction to American Studies – Grade 7

MUS705 Concert Band – Grades 9-12

MUS725 Concert Choir – Grades 10-12

MUS722 Choir – Grades 9-12

4MUS11, 5MUS11, MUS611, MUS711, MUS811

Instrumental Music – Grades 4-8

MUS700 Advanced Placement Music Theory

TEC625 Residential Technology

TEC605 Television Production 1

5. **PNC Study Group**

**PNC STUDY
GROUP**

BE IT RESOLVED that the Board accept and approve the PNC Study Group through Montclair University awarded to Lake Hiawatha in the amount of \$488.60.

6. **NCLB FY12 & Carryover FY11 Amendment I**

NCLB

BE IT RESOLVED that the Board accept the approval by the NJ Department of Education of NCLB FY12 Amendment I application. The amounts for each grant are as follows and include all carryover amounts from FY11:

NCLB FY12 Amendment I with Carryover amounts:

Title I	\$294,085
Title IIA	\$170,094
Title II	\$135,129
Title IID	\$ 129.

7. **Gifts to the District**

**GIFTS TO
THE DISTRICT**

BE IT RESOLVED that the Board accept the following gifts and that the Superintendent send a letter of appreciation:

Knollwood School

Deborah and Robert Budney have donated a Canon PC745 Personal Copier Serial #2TC 50039 to Knollwood School.

Parsippany Hills

The Township of Parsippany-Troy Hills has donated the aluminum bleachers currently located at Smithfield to Parsippany Hills High School.

8. **Preseason Heat Acclimatization**

**PRESEASON HEAT
ACCLIMATIZATION**

BE IT RESOLVED that the Board of Education approve Parsippany-Troy Hills Pre-season Heat Acclimatization Days to begin on August 9, 2012.

II. PERSONNEL

9. **Curriculum Writing**

CURR

BE IT RESOLVED that the Board approve payment of \$38/hour for the following teacher who will complete additional hours on ESL Middle School-review of materials and Common Core Standards curriculum revisions and should be compensated for his services.

Nicholas Tocci – BMS – not to exceed 8 hours

10. **Curriculum Writing Stipends**

CURR WRITING

BE IT RESOLVED that the Board approve payment of the amounts indicated based on \$38.00/hour to the individuals named below for the development of the following curriculum revisions:

<u>Hours</u>	<u>Amount</u>
---------------------	----------------------

Learning Strategies Curriculum

Jennifer Fedo	15	\$570.00
Ross Tarlowe	15	\$570.00

Honors English III Revision

Julianne Sanchez	16	\$608.00
Lauren Mensing	16	\$608.00

11. **PTHESA Perfect Attendance**

PTHESA PERFECT ATT E

BE IT RESOLVED that the Board approve \$250 each for the Paraprofessionals named on the attached list who maintained perfect attendance from February 1, 2012 through June 24, 2012 in accordance with the PTHESA Agreement.

12. **Transfer of Assignments**

TRANSFERS F

BE IT RESOLVED that the Board approve the individuals named on the attached list who have been transferred/reassigned for the 2012-2013 school year.

13. **Resignation – Teachers**

RESIGN TEACHERS

BE IT RESOLVED that the Board approve the resignation of the following teachers effective July 1, 2012:

John Falduti	PHS Resource Center
Maryellen O’Hara	CMS Math Teacher
Jean O’Neill	PHHS Business
Irene Wieners	PHS English

14. **Extended School Year**

EXTENDED SCHOOL YEAR

BE IT RESOLVED that the Board approve the individuals named below for employment in the Extended School Year Program for 2012:

Name	Position	Hourly Rate	Hours
Annamaria Allen	Paraprofessional	\$15.68	4.5 hours/per day
Karen Delade	Paraprofessional	\$15.68	4.5 hours per day

15. **Approval of Employments**

EMPLOY CERTIF STAFF

BE IT RESOLVED that the Board approve the employment of the individuals named below, for the 2012-2013 school year and that a contract be issued to them in accordance with the provisions of the Teacher’s Salary Guide for the 2008-2011 school year for the educational level and experience indicated subject to any guide placement or other salary adjustment that may be due upon completion of the negotiations between the Board of Education and PTHEA.

Teresa Badalamenti
MA

Reading/Writing – 060T11011
Montclair State - 2002

BA
Certification: Montclair State - 1993
English
Experience: Parsippany – 7 years
Guide Placement: TL 4, Step 4, \$53,430
Effective: September 4, 2012
Assignment: Central Middle School
(Replacement)

Kathryn Calafiore

BA
Certification: Caldwell College - 2012
English/Students w/Disabilities
Experience: Student Teaching – 6 months
Guide Placement: TL 2, Step 1, \$48,230
Effective: September 4, 2012
Assignment: Central Middle School
(Replacement)

Resource Center 060T20311

Courtney Campbell

BA
Certification: Montclair State – 2010
Elementary Teacher K-5
Experience: Substitute Teaching – 2 years
Student Teaching – 6 months
Guide Placement: TL 2, Step 1, \$48,230
Effective: September 4, 2012
Assignment: Lake Hiawatha School Grade 1
(Replacement)

Grade 1 070T12111

Jessica Dhuyvetter

064T21911 (2/5)
MA
BA
Certification
Experience
Guide Placement
Assignment

School Psychologist 050T21911 (3/5)

Montclair State - 2012
James Madison University - 2007
School Psychologist
Internship - 1 year
TL 6, Step 1 \$57,830
Brooklawn Middle School 3/5
Intervale 2/5
(Replacement)

Anne Giordano

BA
Certification: The College of NJ - 2007
Elementary Teacher K-5
Experience: Instructional Para – 1.5 years
Guide Placement: TL 2, Step 1, \$48,230
Effective: September 4, 2012
Assignment: Northvail Grade 5
(Replacement)

Grade 5 103T12511

Andrew Hill

BS
Certification: Montclair State – 2012
Mathematics
Experience: Long-term Substitute – 6 months
Student Teaching – 6 months
Guide Placement: TL 2, Step 1, \$48,230
Effective: September 4, 2012

Mathematics 060T23120

Assignment: Central Middle School
 (Replacement)

Jamie Madonna

MS
 BS
 School Nurse
 Certification:
 Experience:

School Nurse 120T21311

Rutgers University – 1991
 Boston University – 1982
 Seton Hall University - 2005
 School Nurse
 St. Therese School – 2 years
 New Community Corp – 2 years
 St. Barnabas Medical – 8 years
 Hackensack Medical – 5 years

Guide Placement:
 Effective:
 Assignment:

TL 5, Step 3, \$57,460
 September 4, 2012
 Troy Hills School
 (Replacement)

Gi Yoon Shi

BS
 Certification:
 Experience:
 Guide Placement:
 Effective:
 Assignment:

Mathematics 053T10711

Montclair State - 2012
 Mathematics
 Student Teaching – 6 months
 TL 2, Step 1, \$48,230
 September 4, 2012
 Parsippany Hills High School
 (Replacement)

16. **Fall Coaching**

**FALL
 COACHING**

BE IT RESOLVED that the Board approve the individuals named below who have accepted fall coaching assignments for the 2012-2013 school year.

Parsippany High School

Assistant Football Coaches	Step	Salary
Matthew Lazzari	3	\$6,263
Jerry McMickle	3	\$6,263
Steve Miller	3	\$6,263
Wayne Shiele	3	\$6,263
Anthony Egidio	2	\$5,974

Marching Band

Assistant Band Director		
Keith Bush	3	\$6,263

17. **Appointment – Extra-Curricular Athletic Aides**

**APPOINT
 EXTRA AIDES**

BE IT RESOLVED that the Board approve the individuals listed below who have indicated their willingness to serve as volunteer extra-curricular/athletic aides in the area indicated for the 2012-2013 school year.

Parsippany High

Gregory Loughlin	Marching Band
Briana Seigal	Marching Band
Sara Greenzweig	Marching Band
Erin Greider	Marching Band

Parsippany Hills

Keith Koellhoffer	Football
Dean Campiglia	Football
Elena Gerber	Band
Christine Lambert	Band

Chris Wells	Wrestling	Mary Szoke	Band
Mike Flammer	Wrestling		
Pete Justo	Wrestling	Jill Jelonek	Field
Hockey			
Mark Piotrowsky	Wrestling		
Tom Wysocki	Wrestling	Jeff Coviello	Girls Tennis
Michelle Nicoletta	Girls Basketball		
Andy DeLio	Baseball		
Jeff Cleary	Baseball		
Donna Sciacchitano	Field Hockey		
Stephanie Fasano	Field Hockey		

18. **Home Instructor**

**HOME
INSTRUCTOR**

BE IT RESOLVED that the Board approve Laura Centurrino to provide a home-based program at the rate of \$39.12 per hours, for three hours per week, as per a student's IEP, retroactive from April 1, 2012 through August 31, 2012.

19. **Orton-Gillingham Program Development Training**

DEV TRAINING

BE IT RESOLVED that the Board approve payment of \$38/per hour for a 30-hour workshop to Susan Repasky who will be attending the Orton-Gillingham Program Development Training to be held August 20 – August 24, 2012, at the Board of Education office, paid for through Title IIA NCLB grant funds.

20. **Employment – Custodian**

**EMPLOY
CUSTODIAN**

BE IT RESOLVED that the Board approve Walter Mosuriak as a custodian floater on a 150-day probationary period as indicated below:

Name	Step	Salary	Effective
Walter Mosuriak	3	\$26,692 + \$1,340 (2 nd Shift) (prorated)	July 23, 2012

21. **Employment - Acting Head Custodian**

**ACTING HEAD
CUSTODIAN**

BE IT RESOLVED that the Board approve a prorated portion of the head custodian stipend of \$4,967 for Maria Palacio who was the acting Head Custodian at Intervale School from May 14, 2012 through June 29, 2012 as per the Local 32 Agreement.

22. **Re-employment - Non-Tenured Teachers**

**RE-EMPLOY
NON-TENURED
TEACHERS**

BE IT RESOLVED that the Board approve the re-employment of the non-tenured teacher named below for the 2012-2013 school year in accordance with the provisions of the 2008-2011 Agreement between the Board of Education and the P.T.H.E.A subject to any guide placement or other

salary adjustment that may be due upon completion of the negotiations between the Board of Education and PTHEA.

Rachel Borth	BA 3	\$19,692 (2/5)
Lucia A. Contuzzi	BA 1	\$48,230

23. **Employment - Doctors for Football Game Coverage**

**DOCTORS
FOOTBALL**

BE IT RESOLVED that the Board approve the following doctors who will provide emergency medical services at Parsippany High and Parsippany Hills High School home football games at the rate of \$290/per game for the 2012-2013 season for the following reasons:

- a) Their fee structures are most advantageous to the Board, price and other factors considered.
- b) Experience, staff and resources necessary to perform the services as demonstrated by their performance over a substantial period of time.
- c) Reputation and responsibility of professional contractor based upon performance with the Board.

These appointments are made without public bidding as permitted by NJSA 18A:18A5 inasmuch as it is a professional service, as therein defined.

Parsippany High

William Keating

Parsippany Hills

H. Patrick Burns
William Keating

24. **Change of Contracts**

**CHANGE OF
CONTRACTS**

BE IT RESOLVED that the Board approve the following change of contracts for the following individuals:

Gerald Papa, Business teacher:

From: Step 1, BA \$28,938 (3/5) PHS
To: Step 1, BA \$48,230 PHS 3/5 and PHHS 2/5

Patricia Napolitano, Basic Skills teacher

From: Step 10, BA 45 \$41,155 1/2
To: Step 10, BA 45 \$82,310 5/5

Dena Viscuso, Basic Skills teacher

From: Step 10, BA 45 \$49,386 3/5
To: Step 10, BA 45 \$82,310 5/5

25. **Re-employment Tenured Teacher**

**RE-EMPLOY
TENURED
TEACHERS**

BE IT RESOLVED that the Board approve the re-employment of the tenured teacher named below for the 2012-2013 school year in accordance with the provisions of the 2008-2011 Agreement between the Board of Education and the P.T.H.E.A subject to any guide placement or other

salary adjustment that may be due upon completion of the negotiations between the Board of Education and PTHEA:

Colleen Van Handle BA 45-5 \$59,190

26. **Employment/Re-Employment Paraprofessionals 2012-2013** **EMPLOY/REEMPLOY
PARAS**

BE IT RESOLVED that the Board approve the individuals named below for employment/re-employment in the areas indicated:

Lake Hiawatha	Sabrina Fusco	One-to-One	32.5 hrs per week
	\$17.39/per hour		
	Dalia Ibrahim	Instructional	35 hrs per wk
	\$27,918/per year		
	Jenna Castellano	Instructional	35 hrs per wk
	\$27,918/per year		
	Rebecca Nardiello	Instructional	35 hrs per wk
	\$27,918/		
Mt. Tabor	Diane Koenig	Instructional	35 hrs per week
	\$27,918/per year		
Brooklawn	Anthony Castellano	Instructional	35 hrs per week
	\$27,918/per year		

27. **Corrections** **CORRECT**

BE IT RESOLVED that the Board approve the following corrections:

Maternity Leaves

Employee #31027

From: pursuant to the Family Leave Act an unpaid childcare leave of absence from September 4, 2012 through November 23, 2012.

To: pursuant to the Family Leave Act an unpaid childcare leave of absence from September 4, 2012 through December 21, 2012.

Employee # 30550

From: on or about April 5, 2012 through June 11, 2012 utilizing her accumulated sick leave. Pursuant to the Family Leave Act she is also requesting an unpaid childcare leave of absence from June 12, 2012 through November 12, 2012.

To: on or about April 5, 2012 through June 11, 2012 utilizing her accumulated sick leave. Pursuant to the Family Leave Act she is also requesting an unpaid childcare leave of absence from June 12, 2012 through November 12, 2012; and pursuant to the PTHEA Agreement she is also requesting an unpaid childcare leave of absence beginning November 13, 2012 through June 24, 2013.

Employee #30747

From: on or about April 16, 2012 through June 11, 2012 utilizing her accumulated sick leave. Pursuant to the Family Leave Act she is also requesting an unpaid childcare leave of absence from June 12, 2012 through November 16, 2012; and pursuant to the PTHEA Agreement an unpaid leave of absence from November 19, 2012 through June 24, 2013.

To: on or about April 16, 2012 through June 11, 2012 utilizing her accumulated sick leave. Pursuant to the Family Leave Act she is also requesting an unpaid childcare leave of absence from June 12, 2012 through November 16, 2012.

Employee #10419

From: on or about September 10, 2012 through October 23, 2012 utilizing her accumulated sick leave. Pursuant to the Family Leave Act she is also requesting an unpaid childcare leave of absence from October 24, 2012 through January 18, 2013.

To: on or about September 10, 2012 through October 23, 2012 utilizing her accumulated sick leave. Pursuant to the Family Leave Act she is also requesting an unpaid childcare leave of absence from October 24, 2012 through January 18, 2013; and pursuant to the PTHEA Agreement an unpaid leave of absence from January 19, 2013 through June 24, 2013.

Employment – Computer Technologists

Jacqueline O’Grady From: \$41,537 To: \$41,573

Fall Coaching

CMS Field Hockey-Francine Dahlhaus From: \$Step 3 \$5,646 \$150 L To: Step 3 \$5,464 \$250 L

Employment Paraprofessionals 2012-2013

Lake Hiawatha From: Elaine Mitschele To: Donna Mitschele

Paula Hardek – Mt. Tabor

From: One-to-One 32.5 hours per week \$17.39/per hour

To: Instructional Aide 17.5 hours per week \$12,399/per year

Curriculum Work Proposals

Geometry From: Bonnie Sturm To: Dorota Edens

28. **Resolution – Interim Director of Personnel**

**INTERIM
DIR PERSONNEL G**

BE IT RESOLVED that the Parsippany-Troy Hills Board of Education hereby appoints Mr. Paul Saxton to the position of Interim Director of Personnel for the period July 1, 2012 through June 30, 2013, at the rate of \$600.00 per day in accordance with such other terms and conditions as set forth in the contract of employment between Mr. Saxton and the Board of Education.

29. **Certificate of Retirement – Local 32**

**RETIRE
LOCAL 32**

BE IT RESOLVED that the Board approve the resignation for the purpose of retirement for Florindo Dilizia, Parsippany Hills Custodian, in accordance with the Board/Local 32 Agreement effective October 1, 2012.

30. **RESOLUTION - Fitness for Duty**

**RESO FITNESS
FOR DUTY**

BE IT RESOLVED, that the Board hereby approves the recommendation requiring employee #30629, whose name is on file with the Secretary of the Board, to submit to a fitness for duty examination in accordance with N.J.S.A.

18A:16-2, N.J.A.C. 6A:32-6.3 and Parsippany-Troy Hills Board of Education Policy #3160; and

BE IT FURTHER RESOLVED, that the Board hereby approves the appointment of Dr. Lauren Cooper of Morristown to conduct said examination at a cost not to exceed \$1,000.

31. **Appointment – Director of Curriculum and Instruction**

**APPOINT H
DIR C& I**

BE IT RESOLVED that the Board approve Dr. Nancy Gigante, who has been recommended by the Superintendent, for the position of Director of Curriculum and Instruction. Dr. Gigante will receive a salary of \$160,000 plus those benefits contained in the contract for the position effective August 1, 2012 through June 30, 2013.

32. **Major-Extra Responsibility Assignments**

MAJOR-EXTRA

BE IT RESOLVED that the Board approve the payment of the following stipends for major-extra responsibility assignments for 2012-2013:

Parsippany Hills High School

David Albano Summer Weight Room \$1,761

33. **Employment – Technology Services and Solutions (TSS)**

**EMPLOY
DATA CENTER**

BE IT RESOLVED that the Board approve the following individuals for employment to help with support, maintenance, computer installation, network wiring and related work as indicated below effective for the 2012-2013 school year:

Jon Pfeiffer, \$37.90/per hour 160 hours - \$6,064

[For after-hours server maintenance and installation of new switches at PHS and PHHS]

James Masker, \$35.70/per hour – 100 hours - \$3,570

[Installation of new network switches at PHS and PHHS]

Ryan Masker, \$15/per hour - 150 hours - \$2,250

[Data wiring for Computer Programming Labs and additional wireless access points]

Ryan Pickett, \$15/per hour - 150 hours - \$2,250

[Data wiring for Computer Programming Labs and additional wireless access points]

34. **TERMINATION OF EMPLOYMENT**

TERMINATE

BE IT RESOLVED that the Board approve the termination of Employment of Employee #10101 as a bus driver effective July 19, 2012 for cause.

35. **RESOLUTION SETTLEMENT AGREEMENT**

RESOLUTION

IT IS HEREBY RESOLVED, that the Board approves the unpaid leave of absence requested by Employee #30455, teacher at Eastlake and

Littleton, in accordance with the terms of the Settlement Agreement and Release, effective July 1, 2012 through June 30, 2013; and

BE IT FURTHER RESOLVED, that the Board hereby approves the Settlement Agreement and Release with Employee # 30455, a copy of which is on file in the office of the Superintendent; and

BE IT FURTHER RESOLVED, that the Board President and Board Secretary are hereby authorized to execute the Settlement Agreement and Release on behalf of the Board.

Superintendent's Bulletin No. 1
July 19, 2012
Read-Ins

Page/Number	<i>Explanation</i>
Page 7 #17	<u>Appointment – Extra-Curricular Athletic Aides</u> ADD: Guy Bertola – Parsippany High School Football

SECRETARY'S REPORT

SECRETARY'S REPORT

Mr. Resnick presented the Secretary's Report and answered questions.

The following motions recommended by the Board Secretary are non-controversial, a matter of routine business and will be voted on by one motion.

Treasurer Report

TREASURER REPORT

1. BE IT RESOLVED that the Board of Education acknowledge and accept the report of the Board Secretary and Treasurer of School Monies for the period ending March 31, 2012, April 30, 2012 and May 31, 2012.

Pursuant to N.J.A.C. 6:20-2:13(d), I certify that as of the end of March, 2012 and at the end of April, 2012 and at the end of May, 2012 no budgetary line item account has been over expended in violation of N.J.A.C. 6:20-2:13(a).



Mark Resnick
Interim Board Secretary

Pursuant to N.J.A.C. 6:20-2:13(a), we certify that as of March, 2012, April, 2012 and as of May, 2012 after review of the Secretary's monthly financial report for March 31, 2012 (appropriations section), April 30, 2012 (appropriations section) and May 31 (appropriations section) and upon consultation with the appropriate district officials, to the best of our

knowledge no major account or fund has been over expended in violation of N.J.A.C. 6:20-2:13(b) and that sufficient funds are available to meet the district's financial obligations.

Payment of Bills

PAYMENT OF BILLS

2. BE IT RESOLVED that the Board of Education approve the payment of current bills for the 2011-2012 school year in the amount of \$966,821.12.
3. BE IT RESOLVED that the Board of Education approve the payment of current bills for the 2012-2013 school year in the amount of \$3,370,825.10.
4. BE IT RESOLVED that the Board of Education approve the payment of current bills/outstanding warrants for school activities and the lost media accounts for the 2011-2012 school year in the amount of \$237,704.67.

Equipment Lease Purchase

EQP LEASE PURCHASE

5. **WHEREAS**, The Morris County Improvement Authority (including any successors and assigns, the "Authority") has been duly created by resolution no. 42 entitled "Resolution of the Board of Chosen Freeholders of Morris County, New Jersey creating the Morris County Improvement Authority" duly adopted by the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Morris (the "County") in the State of New Jersey (the "State") on April 10, 2002 as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act") and other applicable law;

WHEREAS, the Authority is authorized by the Act, including without limitation Section 11 thereof (N.J.S.A. 40:37A-54(a)), to purchase, lease or otherwise acquire public facilities, including capital equipment (the "Equipment") for the benefit of certain local governmental units located within the County, including (i) the County, (ii) municipalities within the County (collectively, the "Municipal Local Units"), (iii) school districts that provide service to one or more Municipal Local Units (the "School District Local Units") and (iv) other local governmental units that provide service to one or more Municipal Local Units, including County, municipal or regional authorities (the "Other Local Units" and together with the County, the Municipal Local Units and the School District Local Units, the "Local Units");

WHEREAS, the Authority created a county guaranteed leasing program (the "County Guaranteed Leasing Program", the "Program" or "CGLP") whereby a Local Unit can submit a request (the "Application") to the Authority to borrow funds from or on behalf of the Authority under the Authority's CGLP to finance or refinance the lease purchase of certain capital equipment and, if applicable, other personal property (the "Equipment;" the financing of the Equipment under the CGLP may be referred to herein as the "Project"),

pursuant to which Program the Authority can provide a low cost, efficient means for financing Projects of the Local Unit;

WHEREAS, pursuant to the Act, specifically Section 34 thereof (N.J.S.A. 40:37A-77), a private lessor, including without limitation a leasing finance company procured through a competitive process (the “Finance Company”), may sell, lease, lend, grant or convey to the Authority or permit the Authority or its Local Unit lessees to use, maintain or operate any real or personal property, including without limitation the Equipment;

WHEREAS, pursuant to the Act, including without limitation Section 35 thereof (N.J.S.A. 40:37A-78), the Authority is authorized, without public bidding, to enter into and perform any lease, sublease or other agreement with, among others, a Local Unit, for the lease to or use by the Local Unit of all or any part of any public facility or facilities as determined in Section 11 of the Act (N.J.S.A. 40:37A-54(l)), including without limitation the Equipment;

WHEREAS, the Authority created the CGLP to provide low cost, timely and turnkey lease purchase financing to Local Units desiring to lease finance or refinance their Equipment needs;

WHEREAS, under the CGLP, from time to time, as Local Units express the desire to enter into the Program and take the required authorization actions (the “Local Unit Official Action”) therefore, the Lessor provides funds, at tax-exempt rates to the Local Units against purchase orders or other evidence of such Local Units’ Equipment needs within the hereinafter defined Overall Maximum Program Amount, whereupon the Equipment will be owned by the Finance Company, leased to the Authority under the Master Lease (defined below), and subleased by the Authority, as lessor, to the Local Unit, as lessee, which Local Unit will have the right to quiet use of and be obligated to maintain, the Equipment, all under a sublease purchase agreement (the “Sublease”) to be entered into by the Authority and each such Local Unit in accordance with all applicable law, including without limitation Section 35 of the Act (N.J.S.A. 40:37A-78);

WHEREAS, upon expiration of the Sublease, the Equipment will be sold by the Finance Company through the Authority to the Local Unit for nominal consideration, which Local Unit will thereafter possess clear title to the Equipment;

WHEREAS, under the Master Lease and the Sublease, (i) the County and the Municipal Local Units make general obligation Sublease payments directly to the Finance Company, as assignee under the Master Lease of such payments otherwise due the Authority under the Sublease, and (ii) the School District Local Units and the Other Local Units make contractually obligated, subject to appropriation, Sublease payments directly to the Finance Company, as assignee under the Master Lease of such payments otherwise due the Authority under the Sublease;

WHEREAS, under the CGLP and applicable law, including without limitation Section 34 of the Act (N.J.S.A. 40:37A-77), the Authority, as lessee, entered into a master lease purchase agreement (the “Original Master Lease”) with the Finance Company for the lease of Equipment to be determined in accordance with each Sublease (as hereinafter defined) entered into with Local Units under the Program, in an original maximum Program amount (until increased or renewed by the Authority, the County and the Local Finance Board, the “Original Maximum Program Amount”) in an amount not to exceed \$10,000,000;

WHEREAS, the Authority issued to the Finance Company a performance bond (the “Original Bond”) in a principal amount up to the Original Maximum Program Amount, which Original Bond was issued directly to the Finance Company as sole Bondholder, and which Bond will be payable to the Finance Company only upon a deficiency in Sublease payments due and owing by the respective Local Units, in which case the County will have fully, unconditionally and irrevocably guaranteed the payment of the principal of the Original Bond up to the Original Maximum Program Amount, plus interest thereon, through (i) the final adoption of a guaranty ordinance by the Board of Freeholders, (ii) the execution by an authorized officer of the County of a guaranty certificate on the face of each bond and (iii) as may be required by any rating agency, Finance Company or other entity giving approval to the CGLP, an agreement setting forth the County’s obligation to make any such guaranty payments in accordance with and within the parameters set forth in the guaranty ordinance, all in accordance with all applicable law, including Section 37 of the Act (N.J.S.A. 40:37A-80), (collectively, the “Original County Guaranty”);

WHEREAS, the Original Bond was authorized by the Act, all other applicable law, and a bond resolution (the “Original Bond Resolution”) of the Authority adopted pursuant to N.J.S.A. 40:37A-60 and -62 of the Act;

WHEREAS, on June 14, 2006 the Authority obtained the approval of the Local Finance Board for (i) the extension of the Program until July 31, 2007 and (ii) an additional \$10,000,000 authorization thereby increasing the Original Maximum Program Amount (until further increased or renewed by the Authority, the County and the Local Finance Board, the “2006 Increased Program Amount”) in an amount not to exceed \$20,000,000;

WHEREAS, the Authority, entered into an amendment No. 1 to Master Lease (the “Amendment No. 1 to Master Lease”) with the Finance Company for the lease of Equipment to be determined in accordance with each Sublease entered into with Local Units under the Program, in the 2006 Increased Program Amount in an amount not to exceed \$20,000,000;

WHEREAS, the Authority issued to the Finance Company a performance bond (the “2006 Amended Bond”) in a principal amount up to the 2006 Increased Program Amount, which 2006 Amended Bond was issued directly to the Finance Company as sole Bondholder, and which 2006 Amended Bond

was payable to the Finance Company only upon a deficiency in Sublease payments due and owing by the respective Local Units, in which case the County will have fully, unconditionally and irrevocably guaranteed the payment of the principal of the Revised Bond up to the 2006 Increased Program Amount, plus interest thereon, through (i) the final adoption of an amendment to the original guaranty ordinance by the Board of Freeholders, and (ii) the execution by an authorized officer of the County of a guaranty certificate on the face of the Amended Bond, all in accordance with all applicable law, including Section 37 of the Act (N.J.S.A. 40:37A-80), (collectively, the “2006 Amended County Guaranty”);

WHEREAS, the 2006 Amended Bond was authorized by the Act, all other applicable law, and a supplemental bond resolution amended and supplementing the terms of the Original Bond Resolution (the “2006 Supplemental Bond Resolution”) of the Authority adopted pursuant to N.J.S.A. 40:37A-60 and -62 of the Act;

WHEREAS, on June 13, 2007 the Authority obtained the approval of the Local Finance Board for (i) the extension of the Program until July 31, 2008 and (ii) an additional \$10,000,000 authorization thereby increasing the Original Maximum Program Amount (until further increased or renewed by the Authority, the County and the Local Finance Board, the “Overall Maximum Program Amount”) in an amount not to exceed \$30,000,000;

WHEREAS, the Authority, entered into an amendment No. 2 to Master Lease (the “Amendment No. 2 to Master Lease”) with the Finance Company for the lease of Equipment to be determined in accordance with each Sublease entered into with Local Units under the Program, in the Overall Maximum Program Amount in an amount not to exceed \$30,000,000;

WHEREAS, the Authority issued to the Finance Company a performance bond (the “2007 Amended Bond”) in a principal amount up to the Overall Maximum Program Amount, which 2007 Amended Bond was issued directly to the Finance Company as sole Bondholder, and which 2007 Amended Bond was payable to the Finance Company only upon a deficiency in Sublease payments due and owing by the respective Local Units, in which case the County will have fully, unconditionally and irrevocably guaranteed the payment of the principal of the Revised Bond up to the Overall Maximum Program Amount, plus interest thereon, through (i) the final adoption of an amendment to the original guaranty ordinance by the Board of Freeholders and (ii) the execution by an authorized officer of the County of a guaranty certificate on the face of the Amended Bond, all in accordance with all applicable law, including Section 37 of the Act (N.J.S.A. 40:37A-80), (collectively, the “2007 Amended County Guaranty”);

WHEREAS, the 2007 Amended Bond was authorized by the Act, all other applicable law, and a supplemental bond resolution amended and supplementing the terms of the Original Bond Resolution (the “2007

Supplemental Bond Resolution”) of the Authority adopted pursuant to N.J.S.A. 40:37A-60 and -62 of the Act;

WHEREAS, the Program has been successful in lending the proceeds of a portion of the Overall Maximum Program Amount to Local Units;

WHEREAS, the Authority made an application to the Local Finance Board for the extension of the Program until July 31, 2009 (the “2008 Program Extension”);

WHEREAS, the Local Finance Board, at a meeting held on June 9, 2008 did issue favorable Findings with respect to the 2008 Program Extension;

WHEREAS, the Authority made an application to the Local Finance Board for the extension of the Program until July 31, 2010 (the “2009 Program Extension”);

WHEREAS, the Local Finance Board, at a meeting held on August 12, 2009 did issue favorable Findings with respect to the 2009 Program Extension;

WHEREAS, the Authority made an application to the Local Finance Board for the extension of the Program until July 31, 2011 (the “2010 Program Extension”);

WHEREAS, the Local Finance Board, at a meeting held on June 9, 2010 did issue favorable Findings with respect to the 2010 Program Extension;

WHEREAS, the Authority made an application to the Local Finance Board for the extension of the Program until July 31, 2012 (the “2011 Program Extension”);

WHEREAS, the Local Finance Board, at a meeting held on May 11, 2011 did issue favorable Findings with respect to the 2011 Program Extension;

WHEREAS, the Parsippany-Troy Hills Board of Education, in the County of Morris, New Jersey (the “Participant”), has submitted or is interested in submitting a request to finance and/or refinance the Equipment set forth on **EXHIBIT A** attached hereto; and

WHEREAS, in order to participate in the Program, the Participant shall enter into a Sublease in substantially the form attached hereto as **EXHIBIT B**.

NOW, THEREFORE, BE IT RESOLVED BY THE PARSIPPANY-TROY HILLS BOARD OF EDUCATION, IN THE COUNTY OF MORRIS, NEW JERSEY, as follows:

Section 1. The Participant’s Project and the financing and/or refinancing of the Participant’s Project through the Financing Documents are hereby approved.

Section 2. The Board President, the Board Secretary, the Business Administrator and the Chief Financial Officer of the Participant (collectively, the "*Authorized Officer*") are hereby each severally authorized and directed, upon the satisfaction of all the legal conditions precedent to the execution or acknowledgment and delivery by the Participant of the Sublease and the other Financing Documents to be so executed or acknowledged by the Participant, to execute or acknowledge and deliver such documents in substantially the form attached hereto as **Exhibit B**, with such changes thereto as the Authorized Officer, and solely within the discretion of the Authorized Officer, after consultation with counsel and any other professional advisors to the Participant and the Authority, if any, (the "*Consultants*" it being expressly understood by the Participant that the use of Consultants by the Participant is at the option of the Participant, and is not required by the Authority), deems in his or her sole discretion to be necessary, desirable or convenient for the execution thereof and to consummate the transactions contemplated hereby, which execution thereof shall conclusively evidence the Authorized Officer's approval of any changes to the forms thereof, including, without limitation, the insertion of the final financing terms in the Sublease that will result from the negotiation with the Authority as approved by the Consultants, so long as such final financing terms are within the parameters of those listed in the Application and the Findings.

Section 3. Each of the Board Secretary and the Business Administrator of the Participant is hereby authorized and directed, upon the execution or acknowledgment of the documents set forth in Section 2 hereof in accordance with the terms of Section 2 hereof, to attest to the Authorized Officer's execution or acknowledgment of such documents, and each is hereby further authorized and directed, when required by the Authority, to thereupon affix the seal of the Participant to such documents.

Section 4. Upon the execution or acknowledgment and attestation of and, if required, the placing of the seal on the documents set forth in Section 2 hereof as contemplated by Sections 2 and 3 hereof, the Authorized Officer is hereby authorized and directed to (i) deliver such fully executed or acknowledged, attested and sealed Financing Documents to the other parties thereto and (ii) perform such other actions as the Authorized Officer deems necessary, desirable or convenient in relation to the execution and delivery thereof or in order to effect the transaction contemplated thereby.

Section 5. The governing body of the Participant hereby (i) ratifies all actions taken by an Authorized Officer or other officer of the Participant, (ii) authorizes the performance of any act and the execution or acknowledgment and delivery of any other document, instrument or closing certificates that the Authorized Officer, after consultation with the Consultants, deems necessary, desirable or convenient in connection with this contemplated transaction, and (iii) hereby directs the Authorized Officer to execute or acknowledge, attest and affix the seal to any such documents, instruments or closing certificates, the authorization of which actions shall be conclusively evidenced by the

execution or acknowledgment, attestation, affixation and delivery, as the case may be, thereof by such persons.

Section 6. This resolution shall constitute (i) an appropriation for the purposes of N.J.S.A. 18A:22-1 *et seq.* and all other applicable law and (ii) authorization for the submission and approval of an application to the County Superintendent of Schools as required by N.J.A.C. 6A:26-10.1(d)(2).

Section 7. This resolution shall take effect at the time and in the manner prescribed by law.

Section 8. Upon the adoption hereof, the Board Secretary of the Participant shall forward certified copies of this resolution to the Authorized Officer, John Bonanni, Chairman of the Authority, and Stephen B. Pearlman, Esq., bond counsel to the Authority.

E-Rate Service Contract

E-RATE CONTRACT

6. BE IT RESOLVED that the Board of Education accept and approve the contract between E-Rate Exchange, LLC and the Parsippany-Troy Hills Board of Education to do all submissions for the E-Rate programs for 2013 and 2014 E-Funding Years. The cost is \$6,750 for the 2013 Funding Year with a guaranteed cost of \$6,750 for the 2014 Funding Year. This price reflects no increase for both upcoming years per **EXHIBIT C**.

Transportation Agreement STA

TRANSPORTATION AGREE STA

7. BE IT RESOLVED that the Board of Education approve the Transportation Agreement between Student Transportation of America and the Parsippany-Troy Hills Board of Education for transportation for the 2012-2013 school year, with minimal increase at the C.P.I. rate of 1.89%, per attached routes **EXHIBITS D, E, F, G**.

Gym Floor Replacements @ Lake Parsippany & Troy Hills Elementary Schools

**GYM FLR REPLACES
LK PAR & TROY HILLS**

8. WHEREAS the Board of Education advertised and received bids for the Gym Floor Replacements at Lake Parsippany and Troy Hills Elementary Schools and the bids were opened and accepted on Tuesday, July 10, 2012 at 3:00 p.m. from the following:

Gym Floor Replacements @ Lk. Parsippany & Troy Hills Elementary Schools (Parette Somjen Bid) Tuesday, July 10, 2012 @ 3:00 p.m.		
Vendor		TOTAL
1	Hannon Floor Covering, Corp. Union, NJ	\$211,500.00

NOW, THEREFORE BE IT RESOLVED that the Board approve the award of bid for Gym Floor Replacements at Lake Parsippany and Troy Hills Elementary Schools to Hannon Floor Covering Corporation, Union, NJ, in the amount of **\$211,500.00.**

Local Government Energy Audit

LOCAL GOV'T ENERGY AUDIT

9. WHEREAS, the New Jersey Board of Public Utilities, Office of Clean Energy administers the Local Government Energy Audit Program (Program), an incentive program to assist local government agencies to conduct energy audits and to encourage implementation of energy conservation measures; and,

WHEREAS, the Governing Body of Parsippany-Troy Hills Board of Education has decided to apply to participate in the Local Government Energy Audit Program; and,

WHEREAS, the facilities to be audited are in New Jersey, are owned by the Parsippany-Troy Hills Board of Education, are served by a New Jersey regulated public utility, and that the Parsippany-Troy Hills Board of Education has not already reserved \$100,000 in the Program this year as of this application; and,

WHEREAS, it is acknowledged that acceptance into the Program is dependent on the Scope of Work and cost proposal, and that Program rules will have to be met in order to receive incentive funds; and,

WHEREAS, upon acceptance into the Program, the Parsippany-Troy Hills Board of Education will prepare Facility Data Forms and Scopes of Work for each facility to be audited, solicit quotations from the authorized contractors, and submit the Part B application; and,

WHEREAS, the Parsippany-Troy Hills Board of Education understands that energy audit work cannot proceed until a Application Approval Notice is received from the Program; and,

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Parsippany-Troy Hills Board of Education, approves the submission of an Application for participation in the Local Government Energy Audit Program of the New Jersey Board of Public Utilities.

**National School Breakfast Program &
Pomptonian Price List 2012-2013**

**NAT'L SCH BRKFST PRGM
& POMP PRICE LIST 2012-13**

10. BE IT RESOLVED that the Board of Education accept participation in the National School Breakfast Program and approve the price list from Pomptonian Food Service (Management Company) for the Parsippany-Troy Hills Board of Education School Breakfast Program at the Knollwood and Rockaway Meadow Elementary Schools per **EXHIBIT H**.

PUBLIC PORTION

PUBLIC PORTION

Roy Messmer – memorials; military recognition; new township ordinance 212:31; move Tabor Band to Veterans Park; OPRA request for salaries; PTHEA stipends; Dr. Gigante contract-share services with Wayne.

The Superintendent suggested that Mr. Messmer do a comparison of administration numbers with Wayne.

Sandy Giercyck – Director of Curriculum most important position in the district; pay more money and give less benefit days.

Alison Cogan – class size policy changes in time for September.

NEW BUSINESS

NEW BUSINESS

None.

**ROLL CALL VOTES: SUPERINTENDENT'S BULLETIN
AND SECRETARY'S REPORT**

ROLL CALL VOTES

Mr. Mancuso moved and Mrs. Orme seconded a motion that the Board approve resolutions #1-35 of the Superintendent's Bulletin #1. The resolutions were approved by roll call vote with 8 Ayes and 1 Absence of Mr. Shamsudin who left the room, and the following exceptions:

Mrs. Golderer voted No on #31, Appointment – Director of Curriculum and Instruction.

Mr. Mancuso Abstained on #26, Employment/Re-Employment Paraprofessionals 2012-2013.

Mr. Martin Abstained on #15, Approval of Employments; #16, Fall Coaching; #32, Major-Extra Responsibility Assignments; and voted No on #31, Appointment – Director of Curriculum and Instruction.

Mr. Strumolo Abstained on #34, Termination of Employment; #35, Resolution Settlement Agreement; and voted No on #31, Appointment – Director of Curriculum and Instruction.

Mr. Mancuso moved and Mrs. Orme seconded a motion that the Board approve resolutions #1-10 of the Secretary's Report. The resolutions were approved by roll call vote with 7 Ayes and 2 Absences of Mrs. Golderer and Mr. Shamsudin who left the room.

ADJOURN TO CLOSED SESSION

**ADJOURN TO
CLOSED SESSION**

At 9:10 p.m. a motion was made by Mr. Mancuso, seconded by Mrs. Orthwein and was approved by roll call vote with 8 Ayes and 1 Absence of Mr. Shamsudin who left the room, to adjourn to closed session for the purpose of legal issues. No action would be taken afterwards.

1. This public meeting is hereby recessed into a private session where the public shall be excluded for the purpose of discussion and consideration of the following: legal issues.
2. It is the determination of the Board that a discussion of the aforementioned subject matter may be prejudicial to the interests of the parties involved and could result in a possible invasion of a right of privacy and be detrimental to the parties involved.
3. Discussion and/or action of the Board with regard to the above mentioned subject matter shall be (or not be) disclosed to the public within 60 days hereof.

RECONVENE OPEN SESSION

**RECONVENE
OPEN SESSION**

The regular meeting was reconvened at 9:51 p.m.

ADJOURN

ADJOURN

There being no further business the public meeting was adjourned at 9:52 p.m. on a motion by Mr. Mancuso, seconded by Mrs. Orthwein and unanimously approved by voice vote.

Respectfully submitted,

Susan Tindal, RSBS
Assistant Board Secretary

Appendix E

**PARAPROFESSIONAL PERFECT ATTENDANCE
FEBRUARY 1, 2012 THROUGH JUNE 22, 2012**

Aslam, Shaista	Idrobo, Stephanie
Bakirtzis, Nicole	Jae, Grace
Balaji, Narmada	Kandil, Bahaa
Blunt, Karen	Lew, Amy
Cartelli-Martinez, Kimberly	Maron, Kristin
Choffo, Nancy	Musto, Arlene
Ciklic, Mirjana	Musto, Christina
Corforte, Pauline S.	Niaz, Farkhanda
De Marchena, Mildred	Ollo, Susan
Deckert, David	Parnofiello, John F.
Delade, Karen	Phillips, Ann
Demarest, Fraula	Pohlman, Huan-Chu
Eggler, Diane	Price, Mckenzie
Egidio, Anthony	Ruggiero, Tracy D
Fernando, Mary	Schmalder, Nancy
Ford, Debra	Schmitt, Marion
Gibson, Cynthia	Shah, Nita
Giordano, Anne	Sole, Cortney
Grawehr, Cathy	Yip, Mui-Fong
Grier, Valerie	Zambito, Debra
Hardek, Paula	
Hardie, Elizabeth	
Hesse, Evangeline	

PTHEA TRANSFERS 2012-2013

Borth, Rachael	Art	4/5 PHHS	Art	2/5 PHHS
Contuzzi, Lucia A.	Grade 3	5/5 TH	Grade 5	5/5 EA
Napolitano, Patricia	Basic Skills Math	1/2 IN	Basic Skills Math	5/5 IN
Qarmout, Joseph	Social Studies	2/5 PHS	Social Studies	5/5 PHHS
Rodzen, Melanie	PS Handicapped	5/5 EA	PS Handicapped	1/2 EA
Kimball, Denise	Grade 5	5/5 KN	Computer Teacher	1/2 BMS 1/2 CMS
Papa, Gerald	Business	3/5 PHS	Business	3/5 PHS 2/5 PHHS
Tocci, Nicholas	Social Studies	5/5 BMS	ESL	4/5 BMS
Viscuso, Dena	Basic Skills Math	3/5 TH	Basic Skills Math	5/5 TH

Board of Education
PARSIPPANY-TROY HILLS TOWNSHIP
Morris County, New Jersey

Interim Director of Personnel Contract

It is agreed between the PARSIPPANY-TROY HILLS BOARD OF EDUCATION (The Board”) and Mr. Paul Saxton (“Mr. Saxton”) that the Board hereby engages and retains Mr. Saxton as Interim Director of Personnel of the Parsippany-Troy Hills School District.

The period of this Agreement will begin as of July 1, 2012 through June 30, 2013 unless sooner terminated as indicated hereafter. This agreement may be sooner terminated by the mutual written agreement of the parties or upon 30 calendar days written notice without cause by either party. This agreement may be extended for additional periods of time by written agreement of the parties provided the total period of employment does not exceed two years.

During the period of this Agreement, Mr. Saxton will act as the Interim Director of Personnel and shall have general supervision over all aspects, including all personnel programs and procedures subject to the policies and directions of the Board. While serving as Interim Director of Personnel, Mr. Saxton agrees to faithfully perform the duties of the position of Interim Director of Personnel as set forth in the Board’s job description for the position, and in accordance with all applicable laws, regulations, policies, and directives.

Mr. Saxton will perform the services of Interim Director of Personnel on a per diem basis on all work days required for administrators as set forth on the District’s *Administrative and 12-month Secretary Calendar*, at the rate of Six Hundred Dollars (\$600.00) per day, payable bi-weekly. For purposes of this Agreement, a day will include night meetings as scheduled.

It is understood that the aforesaid payments are subject to any and all deductions required by law.

Mr. Saxton agrees that he is not entitled to receive any benefits other than the per diem payment during the term of this Agreement.

Mr. Saxton will be reimbursed for the cost of any out-of-pocket expenses, such as membership in recognized educational organizations and in-district and out-of-district transportation costs, which he undertakes at the Board’s request and for which he has submitted appropriate expense accounts and vouchers that have been approved by the Board President.

**INTERIM DIRECTOR OF PERSONNEL
CONTRACT**

Page 2

Mr. Saxton holds all valid certificates, bond(s) and any other items required by the laws of the State of New Jersey, if necessary, for the position of Interim Director of Personnel. They are in full force and effect and he will procure, if necessary, such certificates, bond(s) and other documents required by the laws of the State of New Jersey before the date that this agreement shall commence, and will exhibit the certificates, bond(s) and other documents.

The Board shall carry appropriate liability insurance so as to indemnify and provide a legal defense for Mr. Saxton should any civil action arise against him in connection with an act or omission arising out of and in the course of the performance of his duties with the Board.

Mr. Saxton hereby accepts the position here described and undertakes that he will faithfully do and perform his duties under this position and will observe and enforce the rules and regulations prescribed for the government of the school by the Board of Education.

This employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

PARSIPPANY-TROY HILLS BOARD OF EDUCATION

By: _____
Frank Calabria, Ed.D.
Board President

Paul Saxton
Interim Director of Personnel

By: _____
Mark Resnick
Interim Secretary to the
Board

Dated: _____

Dated: _____

Board of Education
PARSIPPANY-TROY HILLS TOWNSHIP

Morris County, New Jersey

EMPLOYMENT CONTRACT

Director of Curriculum and Instruction

THE BOARD OF EDUCATION OF THE PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT IN THE COUNTY OF MORRIS (hereinafter "Board") and Dr. Nancy Gigante hereby enter into this Employment Contract for the school year 2012-2013.

EMPLOYMENT

1. The Board hereby employs Dr. Nancy Gigante (hereinafter the "Employee") as Director of Curriculum and Instruction for the period August 1, 2012 through June 30, 2013 at an annual salary of \$160,000. This salary will be paid semi-monthly (or on the nearest working day if these dates fall on holidays or weekends) in equal installments in accordance with the Board's regular payroll schedule. Under no circumstances will the Board make payroll advances other than for vacation periods.

SALARY DEDUCTIONS

2. a) The following compulsory deductions will be made from the Employee's paycheck: Federal Income Tax; State Income Tax; F.I.C.A. (Social Security); the New Jersey Teachers Pension and Annuity Fund, and New Jersey Unemployment Insurance.
b) The following optional deductions will be made from the Employee's paycheck upon written authorization by the Employee: United Way; Credit Union; Tax Shelter Annuities and such other deductions approved by the Board.

WORK DAY

3. The workday for the Employee shall be similar to other administrative personnel except that it is understood that the Employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

PERFORMANCE

4. The Employee agrees to faithfully perform the duties of her position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

VACATION

5.
 - a) The Employee's work year shall be 260 days, less paid holidays and vacation time as provided herein.
 - b) Employee shall be entitled to twenty-two (22) paid vacation days per school year.
 - c) Any vacation leave accrued during the contract year, but which the Employee cannot take due to business demands may be carried over for use in only the next succeeding contract year.
 - d) In any one year the Employee may, at her sole discretion, elect to convert up to five (5) unused vacation days to a cash payment provided that notice is given to the Superintendent within fifteen (15) days of the end of the contract term. Such payment shall be computed at the Employee's per diem rate of pay.
 - e) Any accrued vacation leave that cannot be taken as a result of a state of emergency declared by the Governor may be carried over and/or compensated in accordance with a plan to be established by the Board in accordance with *N.J.S.A. 18A:30-9.1*.
 - f) In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.
 - g) In any year in which the Employee retires or resigns, vacation days earned shall be pro-rated for that year based upon number of days worked.
 - h) If the Employee dies while employed by the Board, her beneficiaries/estate shall be paid for any accumulated unused vacation days to which the employee was entitled at the time of death.

HOLIDAYS

6.
 - a) The Employee shall be entitled to time off with pay pursuant to the holiday schedule published and distributed annually.
 - b) In addition, the Employee will be entitled to such other days off with pay as are established in the Administrative calendar, as published and distributed annually.

PERSONAL LEAVE

7. a) The Employee shall be entitled to three (3) personal leave days with pay per year. Unused personal leave days may be converted to sick days for use and/or accumulation as provided herein.
- b) Employee shall receive six (6) days per year for family illness or bereavement leave.

SICK LEAVE

8. a) Sick leave is hereby defined to mean the absence from the Employee's post of duty because of personal disability due to illness or injury.
- b) The Employee shall be entitled to fifteen (15) sick days per year with pay.
- c) Unused sick days shall be accumulated and may be carried over from year-to-year.
- d) If the Employee retires from her position with the Board and retires from a State administered or locally administered retirement system, the employee shall be entitled to receive supplemental compensation for accumulated unused sick leave not to exceed \$15,000. Supplemental compensation for sick leave shall be paid as follows:
Accumulated sick leave pay shall be payable at a rate of one day's pay for each two days of accumulated sick leave to be payable at a per diem rate of 1/260 at the employee's then current salary.

INSURANCE AND MEDICAL BENEFITS

9. The Employee shall be entitled to the following insurance benefits:
 - a) Medical, dental, prescription drug, vision care and related coverage for the Employee and eligible dependents as provided by the Board.
 - b) The Employee shall contribute towards the total health care premium cost or periodic charge for health insurance in accordance with the Pension & Health Benefit Reform Act, P.L. 2011, c. 78.
 - c) \$400,000 term life insurance coverage on Employee's life.
 - d) Long term disability coverage.
 - e) Any changes in insurance benefits that may be offered during the life of this contract to other administrators pursuant to the terms of any agreement between the Board and the Parsippany-Troy Hills Administrators' Association, will be extended to the Employee on the same basis as made available to such administrators.
 - f) Fully paid annual physical examination including complete cardiac examination, not

reimbursed through the existing health insurance plan.

MISCELLANEOUS PROVISIONS

10. The provisions of this contract continue in effect beyond the termination date as the policy of the Board, unless and until any provisions are modified by formal action of the Board of Education.
11. Employee shall be entitled to tuition reimbursement for up to 12 credit hours per year based on the actual tuition paid by the employee. Up to \$400.00 per year shall be reimbursed for expenses/fees incurred related to said course work upon presentation of documentation of such expenses.
12. Upon completion of an earned doctorate degree the Employee shall receive a one-time adjustment of base salary of \$2,000 retroactive to July 1st of that contract year. If the Employee leaves the district within three years of the earned doctorate, the Employee must reimburse the Board the full amount of the tuition assistance provided.
13. This contract is terminable upon sixty (60) days written notice by either party subject to the applicable provisions of the laws of the State of New Jersey.
14. Membership Fees/Conferences
 - a) The Board shall pay 100% of the Director of Curriculum's membership fees in one national, one state, and one county professional Association.
 - b) The Board shall pay for the Director of Curriculum's attendance at one state and one national conference in accordance with the NJOMB Guidelines.
 - c) The Director of Curriculum may request additional release time required for her to attend additional conferences, meetings, or seminars. Once approved by the Superintendent, reimbursement for the expenses associated with attendance at such conferences, meetings or seminars shall be made in accordance with Board policy.
15. If during the term of the contract it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the contract not affected by such a finding, shall remain in full force.
16. New Jersey law shall govern this contract, excluding its conflict of law and choice of law principles.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
_____ day of _____ 2012.

FOR THE BOARD

Frank Calabria, Ed.D., President

Dr. Nancy Gigante, Employee

Mark Resnick,
Interim Board Secretary

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Computer Equipment & Software
Television Production Equipment
Maintenance Equipment
Storage Containers
Vehicles

LOCATION OF EQUIPMENT

Fourteen (14) schools, administration buildings,
and maintenance facility within the
Parsippany-Troy Hills School District

**FORM OF
SUBLEASE PURCHASE AGREEMENT
(COUNTY GUARANTEED LEASING PROGRAM, SERIES 2012)**

By and Between

THE MORRIS COUNTY IMPROVEMENT AUTHORITY, as Sublessor

and

PARSIPPANY-TROY HILLS BOARD OF EDUCATION, as Sublessee

Dated as of [_____, 201_]

This **SUBLEASE PURCHASE AGREEMENT (COUNTY GUARANTEED LEASING PROGRAM, SERIES 2012)** (the "*Sublease*") is made and entered into as of this 1st day of [MONTH], 201_, by and between **THE MORRIS COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "*State*") created pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (N.J.S.A. 40:37A-44 *et seq.*) (the "*Act*"), with its offices at Administration and Records Building, Morristown, New Jersey 07960 ("*Sublessor*"), and **PARSIPPANY-TROY HILLS BOARD OF EDUCATION**, a political subdivision of the State or a state or local governmental unit within the meaning of §1.103-1(a) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "*Code*"), with its principal address at [Address of Local Unit] ("*Sublessee*"), and is made with reference to the following facts:

A. [Lessor], as lessor ("*Lessor*"), [Escrow Agent], as Escrow Agent and Sublessor, as lessee, executed the Master Lease Purchase Agreement (County Guaranteed Leasing Program, Series 2009), dated as of August 1, 2009 (together with the exhibits and attachments thereto, the "*Lease*"), all of the terms of which are hereby incorporated herein by this reference and made a part hereof. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease.

B. By the terms of the Lease, Lessor leased to Sublessor the equipment and personal property described in **Exhibit A** attached hereto and in the Requisitions (as defined herein) (the "*Equipment*") for the term described in **Exhibit D** attached hereto, as the same may be amended from time to time.

C. Sublessor desires to sublease to Sublessee the Equipment, and Sublessee desires to lease such Equipment from Sublessor.

D. Upon the execution and delivery of this Sublease, Sublessor shall execute and deliver to Lessor the Applicable Sublease Transaction Certificate set forth in **Exhibit E** attached hereto, which shall, *inter alia*, activate that portion of the Bond and of the County Guaranty as additional security for the making of Master Lease Rental Payments equal to the maximum Equipment Cost (as defined herein) to be provided to Sublessee pursuant to this Sublease.

NOW, THEREFORE, Sublessor and Sublessee agree as follows:

1. Sublease. Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, on and subject to the terms, conditions and covenants of the Lease and as hereinafter set forth, the Equipment. **SUBLESSEE SHALL PERFORM ALL OF ITS AND SUBLESSOR'S OBLIGATIONS AND DUTIES AS SPECIFIED IN THE LEASE AS IF SAME WERE SET FORTH IN THIS SUBLEASE**, including, but not limited to, the Sublessee's indemnification obligation pursuant to Section 24 of the Lease, which shall survive the termination of the Lease and the Sublease.

2. Delivery; Payment of Equipment Costs. The Equipment will be delivered by the supplier(s) thereof (the "*Equipment Vendor*"), as instructed by Sublessee, at the Equipment

Location in conformity with all applicable law, including, without limitation, the Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*). Sublessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Sublease. Sublessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Sublessee shall have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. Sublessee shall evidence its final acceptance of all the Equipment by executing and delivering to Lessor a delivery and acceptance certificate substantially in the form attached hereto as **Exhibit B** (the "*Acceptance Certificate*").

Upon delivery to Lessor (with a copy to Sublessor) of an approved payment request (the "*Requisition*") substantially in the form attached hereto as **Exhibit C** and fully executed (manually or by facsimile) by Lessor, Sublessor and Sublessee, which shall either request (i) reimbursement to Sublessee as evidenced by the prior payment from Sublessee to the Equipment Vendor for such Equipment, or (ii) payment to the Equipment Vendor for such Equipment, or (iii) if an Escrow Fund (as defined in the Lease) has been established, payment to the Escrow Agent (as defined in the Lease) to be held in the Escrow Fund and disbursed in accordance with the terms of the Lease, in any event, Lessor shall pay on the Sublease Closing Date such sum (the "*Lease Proceeds*") to or upon the order of Sublessee (or the Escrow Agent) for payment or reimbursement for the costs of the Equipment (the "*Equipment Cost*"). The aggregate Equipment Cost subject to the Lease and this Sublease shall not exceed \$_____, less any of the Lease Proceeds applied to the payment of costs of issuance in accordance with Section 3(b) of the Lease up to a maximum amount of \$_____. The terms and conditions of Lessor's consent to any such Requisitions are set forth in Section 6 of the Lease.

Requisitions involving the purchase of vehicles as Equipment should also be accompanied by a title application and a manufacturer's statement of origin (MSO) with Lessor listed as first and only lienholder.

Unless Lessor pays 100% of the Lease Proceeds directly to the Equipment Vendor upon execution of this Sublease, as a prerequisite to the performance by Lessor of any of its obligations pursuant to this Sublease, Sublessee shall cause the Escrow Agent to establish an Escrow Fund in accordance with the term of the Lease.

3. Term. The term of this Sublease shall be commensurate with the Lease Term; *provided, however,* that this Sublease shall terminate upon any termination of the Lease.

4. Rent. Sublessee shall pay to the order of Sublessor, as rent for the Equipment, a semiannual Rental Payment equal to the amount payable by Sublessor under the Lease, on the dates and in the amounts as set forth in **Exhibit D** attached hereto (such payment due dates are referred to herein as "*Sublease Payment Dates*"). Sublessor hereby directs Sublessee to make all Payments otherwise payable by Sublessor to Lessor under the Lease directly to Lessor, or to the assignee of Lessor, if any, at the address set forth in the records maintained pursuant to Section 19 of the Lease. Rental Payments due to Lessor from Sublessee shall be due and payable on each Sublease Payment Date, which date shall be fifteen (15) days prior to the corresponding

Master Lease Payment Date, in immediately available funds at the address specified by Lessor. Sublessee's periodic obligation for Rental Payments as set forth in **Exhibit D** attached hereto may be amended from time to time as provided in the Lease.

In addition, to the extent permitted by law, Sublessee shall pay when due to Sublessor or to Lessor, as the case may be, such other amounts from time to time as are due and owing by Sublessor or Sublessee under the Lease or this Sublease, including, without limitation, those amounts payable under Sections 8 and 9 hereof and any late charges due and owing under the Lease or this Sublease (the "*Additional Payments*"). The term "*Payments*", as used herein, shall refer to Rental Payments and Additional Payments.

Sublessee's obligations to make Payments may become accelerated under certain circumstances described herein and under other circumstances described in the Lease.

SUBLESSEE'S OBLIGATIONS TO MAKE PAYMENTS WILL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SET-OFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Sublessee hereby covenants to make all Payments hereunder during the entire Lease Term. The officials of Sublessee responsible for preparing and presenting to Sublessee's governing body Sublessee's budget request for each fiscal year shall include in each such budget request for each fiscal year during the Lease Term the Payments to become due in such fiscal year, thereby securing the appropriation of moneys for such fiscal year sufficient to pay the Payments coming due therein. Upon adoption of Sublessee's temporary budget and final budget, Sublessee shall immediately notify Lessor and Sublessor if such budgets do **not** contain sufficient appropriation to pay the Payments coming due in the fiscal year covered by such budgets. Sublessee hereby agrees that, notwithstanding the possibility that either of such budgets may not contain an appropriation for such amount of Payments, Sublessee's obligations to make Payments hereunder when due are absolute and unconditional. Sublessee further covenants that, if such appropriation is not in any such budget, Sublessee will immediately take whatever measures are necessary to ensure that timely payment of all Payments will be made when due hereunder, and Sublessee will notify Lessor and Sublessor of same[, which measures include, without limitation, the levy of *ad valorem* taxes upon all the taxable property within Sublessee, without limitation as to rate or amount [*include for municipal Sublessees only*]].[Payments shall be subject to the annual appropriation of funds sufficient to meet the required Payments [*include for school district Sublessees only*]]. On or before the first day of each fiscal year of Sublessee during the Lease Term, Sublessee will provide Lessor with an Appropriation Certificate for this Sublease in the form attached hereto as **Exhibit G**.

Sublessee reasonably believes that legally available funds in an amount sufficient to make all Payments during the Lease Term of this Sublease and the Lease can be obtained. Sublessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Payments may be made.

Sublessee hereby acknowledges its obligations to make payments under all the various circumstances described above.

5. **Use of Equipment.** The Equipment shall be used by Sublessee for the purposes set forth in, and in accordance with all of the terms and conditions of, the Lease and this Sublease. Sublessee further covenants that it will not take any action or fail to take any action that would result in the loss of the exclusion from gross income provided under Section 103(a) of the Code for interest on the Rental Payments made under the Lease and this Sublease.

6. **Obligations of Sublessee.** (a) Sublessee hereby expressly assumes and agrees to perform all the obligations and covenants required by the Lease to be kept or performed by Sublessor, as lessee therein, and Sublessee.

(b) Sublessee covenants and agrees to pay the various amounts herein required and use the Equipment for the purposes hereinbefore stated until Sublessee receives clear title to the Equipment in accordance with Section 8 or 16 of the Lease, subject to Lessor's rights to the Equipment set forth in the Lease.

(c) Sublessee hereby represents, warrants, covenants, acknowledges and agrees that Sublessor has, by executing and delivering this Sublease, caused or required Sublessee to undertake and be responsible for compliance with the duties of Sublessor and Sublessee and to incur limitations on its rights as set forth in the Lease and hereunder. Sublessee further represents, warrants, covenants and agrees that it will fulfill its obligations and those of Sublessor as so described.

(d) Sublessee hereby grants to Sublessor a first and prior security interest in any and all rights, title and interest of Sublessee in (i) the Lease, (ii) this Sublease, (iii) the Pledged Revenues, (iv) the Escrow Fund, and the amounts held therein (if any), (v) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund (if any), (vi) the Equipment and all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, and (vii) all products, proceeds and revenues of and from any of the foregoing personal property. Sublessee agrees to execute and deliver all financing statements, applications for title and certificates of title with Lessor's first lien noted thereon and any other instruments necessary pursuant to applicable law to evidence and perfect such security interest.

(e) Sublessee hereby incorporates in this Sublease its representations, warranties and covenants found (i) in the Certificate of the Sublessee in the form attached hereto as **Exhibit F** to be dated concurrently with the delivery of this Sublease and (ii) if the aggregate principal of the Sublease shall be equal to or exceed One Million Dollars (\$1,000,000), in **Schedule A** attached hereto.

(f) In the event that Sublessee does not spend the moneys in the Escrow Fund within six (6) months of the date the deposit is made pursuant to Section 2 hereof, Sublessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in §1.148-3(b) of the Treasury Regulations) not less frequently than once per year after the date of such deposit of moneys with the Escrow Agent; and (ii) rebate to the United States, not less frequently than once every five (5) years after such deposit date, an amount equal to at least 90% of the Rebate Amount, and within sixty (60) days after payment of all Rental Payments or the Termination Value (as provided in Section 16 of the Lease), 100% of the Rebate Amount, as required by the Code and the Treasury Regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year

and upon payment of all Rental Payments or the Termination Value and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of final payment of all Rental Payments or the Termination Value.

(g) There is no litigation is pending, or, threatened in any court in any way contesting or calling into question the lawful existence of the Sublessee or the titles of its officers or, in any way contesting or affecting the validity or enforceability of the Sublease, or contesting the powers of the Sublessee or its authority with respect to the Sublease;

(h) The consummation of all transactions with respect to the Sublease to which the Sublessee is a party have been duly authorized by all necessary action on the part of the Sublessee, in compliance with all applicable law, and, do not and will not in any material respect conflict with or constitute on the part of the Sublessee a breach of or default by the Sublessee under any indenture, agreement or other instrument to which it is a party, or conflict with, violate or result in a breach of any existing applicable law, public administrative rule or regulation, judgment, court order or consent decree to which the Sublessee is subject.

7. Events of Default. The term "*Event of Default*", as used in this Sublease, means the occurrence of any one or more of the following events:

(a) Sublessee fails to make any Payment due hereunder as it becomes due in accordance with the terms of this Sublease; *provided, however*, that with respect to the making of Rental Payments by Sublessee, an Event of Default shall be declared only if a Rental Payment is not received by Lessor on the Master Lease Payment Date for such Rental Payment and such amount has not been otherwise satisfied by the County pursuant to the County Guaranty;

(b) Sublessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder for a period of twenty (20) days after notice to Sublessor and Sublessee;

(c) The discovery by Lessor or Sublessor that any statement, representation or warranty made by Sublessee in this Sublease or in the Lease or in any writing delivered by Sublessee pursuant hereto or thereto or in connection herewith or therewith is false, misleading or erroneous in any material respect;

(d) Sublessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Sublessee of all or a substantial portion of its assets, or a petition for relief is filed by Sublessee under federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Sublessor and is not dismissed within thirty (30) days thereafter;

(e) An Event of Default occurs under any of clause (a), (b), (c), (e), (f) or (g) of Section 20 of the Lease;

(f) Failure by Sublessee to maintain insurance as required by the Lease;

(g) Determination or Event of Taxability relating solely to Sublessee and this Sublease; or

(h) An Event of Default occurs under any other Sublease to which Sublessee is a party.

8. Remedies. Upon the occurrence of any Event of Default, Lessor, pursuant to the grant of authority provided in Sections 21 and 22 of the Lease, may, at its option and to the extent enforceable under State law, exercise any one or more of the following remedies:

(a) By written notice given to Sublessor and Sublessee, declare an amount equal to the principal balance, all interest accrued and unpaid thereon and all other amounts owed under this Sublease and the Lease to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) By notice to Sublessor and Sublessee, terminate this Sublease;

(c) By written notice to Sublessor and Sublessee, request Sublessee to (and Sublessee agrees that it will), at Sublessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 22 of the Lease, or Lessor, at its option, may enter upon the premises where the Equipment is located and disable the Equipment to prevent further use thereof and/or take immediate possession of and remove the same;

(d) Sell or lease any or all of the Equipment or sublease it for the account of Lessor holding Sublessee liable for (i) all Payments and other payments due as of the effective date of such selling, leasing or subleasing; and (ii) the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by Sublessee hereunder and under the Lease; or

(e) Exercise any other right, remedy or privilege that may be available to it at law or in equity, including, without limitation, the right to (i) proceed by appropriate court action to enforce the terms of the Lease or this Sublease; (ii) recover damages for the breach of the Lease or this Sublease; and (iii) terminate the Lease and this Sublease as to any or all of the Equipment in accordance with applicable law and procedures.

In addition, Sublessee will remain liable for all covenants, agreements and indemnities under this Sublease and the Lease. All costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended by Lessor or Sublessor in the enforcement of any of their respective rights or remedies hereunder shall, upon demand, be paid or reimbursed by Sublessee to Lessor or Sublessor, as applicable.

Any repossession or subsequent sale or lease by Lessor of the Equipment shall not bar any action for a deficiency or damages as herein provided, and the bringing of an action for the entry of judgment against Sublessee shall not bar Lessor's rights to possess any or all items of the Equipment. No remedy under this Section 8 is intended to be exclusive, but each shall, to the fullest extent permitted by applicable law, be cumulative and in addition to any other remedy provided hereunder or otherwise available to Lessor or Sublessor at law or in equity. In no event, notwithstanding any language or provision to the contrary contained herein, shall Lessor or Sublessor be entitled to, or permitted to receive, any double or duplicative recovery. No

express or implied waiver by Lessor or Sublessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. The failure or delay of Lessor or Sublessor in exercising any rights granted hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies, and any single or partial exercise of any particular right by Lessor or Sublessor shall not exhaust the same or constitute a waiver of any other right provided herein.

No termination of this Sublease or the Lease, in whole or in part, or repossession of the Equipment or exercise of any remedy hereunder shall relieve Sublessee of any of its liabilities or obligations hereunder or under the Lease. In addition, Sublessee shall be liable for any and all unpaid Payments due hereunder or under the Lease before, after or during the exercise of the foregoing remedies. At any sale of the Equipment pursuant to this Section 8, Lessor may bid for and purchase such property. To the extent permitted by applicable law, the rights of Lessor and Sublessor and the obligations of Sublessee hereunder shall be effective and enforceable regardless of the dependency of any proceedings that have or might have the effect of preventing Sublessee from complying with the terms of this Sublease.

9. Fees and Expenses to Sublessor. Upon the execution and delivery hereof, Sublessee agrees to pay directly to Sublessor (i) an acceptance fee equal to \$_____, plus (ii) all costs of issuance incurred by Sublessor, its agents, counsel and advisors in connection with the execution and delivery of this Sublease equal to \$_____ (aggregating \$_____).

Sublessee further agrees to pay directly to Sublessor the expenses that are incurred by Sublessor or its agents, counsel or other consultants in carrying out any of their duties under the Lease or this Sublease, including, without limitation, accounting, administrative, financial advisory and legal expenses, any rebate amounts due and owing to the United States of America pursuant to Section 148 of the Code and the regulations promulgated thereunder and the fees and expenses of any other fiduciaries or agents acting on behalf of Sublessor under or pursuant to the terms of the Lease or this Sublease, which shall include the costs of preparing and distributing exhibits and revised exhibits hereto and to the Lease. Sublessee shall be responsible for its own fees and expenses and those of its agents, advisors and counsel, if any.

10. Lessor and Sublessor's Right to Perform for Sublessee. If Sublessee shall fail to perform or comply with any of its agreements contained herein, in the Lease or in any agreement entered into in connection herewith, Lessor or Sublessor may, but shall not be obligated to, make such payment or perform or comply with any such agreement, and the amount of such payment shall be payable by Sublessee upon demand.

11. Tax Covenant. The Sublessee covenants to comply with the provisions of the Code applicable to the Sublease and covenants not to take any action, or fail to take any action, which would cause the interest component of the Rental Payments on the Sublease to become includable in gross income for Federal income tax purposes under Section 103 of the Code or cause the interest component of the Rental Payments on the Sublease to be treated as an item of tax preference under Section 57 of the Code. Without limiting the generality of the foregoing, the Sublessee will not take any action, or permit any action to be taken, which would cause the Sublease to be an "arbitrage bond" under Section 148 of the Code. All representations of the Sublessee made in the Tax Certificate are true and correct and fully and accurately represent the facts, as known to the Sublessee. The Sublessee agrees to comply with all covenants and any

requirements with respect to opinions of counsel set forth in such Tax Certificate. All of the representations of the Sublessee contained in the Tax Certificate are incorporated herein by reference with the same force and effect as if set out in full herein.

12. Law Governing. This Sublease shall be governed by the laws and procedural rules of the State, and shall be subject to the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*) as if Sublessor were the State. Any suit arising out of the Lease or this Sublease can only be instituted in the federal or state courts located in the State.

13. Notices. All notices to be given under this Sublease shall be made in writing and mailed by first class mail, postage prepaid, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received no later than five (5) days subsequent to mailing.

14. Counterparts. This Sublease may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument. Only the counterpart marked "Original Chattel Paper" on the execution page thereof shall constitute chattel paper under the Uniform Commercial Code.

15. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Sublease.

16. Entire Agreement. This Sublease, together with the exhibits and attachments attached hereto and made a part hereof (including expressly the Lease), and any other documents or instruments executed by Lessor, Sublessor and Sublessee in connection herewith, constitute the entire agreement among the parties with respect to the lease of the Equipment, and this Sublease shall not be modified, amended, altered or changed except with the written consent of Lessor, Sublessor and Sublessee. Any provision of this Sublease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease.

By execution hereof, each signer hereby certifies that he/she has read this Sublease and the attached exhibits, and that he/she is duly authorized to execute this Sublease on behalf of the party represented by each as of the date first written above.

SUBLESSOR:

**THE MORRIS COUNTY
IMPROVEMENT AUTHORITY**

By: _____

Name:

Title:

SUBLESSEE:

Parsippany-Troy Hills Board of Education

By: _____

Name:

Title:

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Computer Equipment & Software
Television Production Equipment
Maintenance Equipment
Storage Containers
Vehicles

LOCATION OF EQUIPMENT

Fourteen (14) schools, administration buildings,
and maintenance facility within the
Parsippany-Troy Hills School District

EXHIBIT B

ACCEPTANCE CERTIFICATE

The undersigned, the duly qualified and acting [Title] of the Parsippany-Troy Hills Board of Education ("*Sublessee*"), with respect to the "Sublease Purchase Agreement (County Guaranteed Leasing Program, Series 2012)", dated as of [DATE], 201_ (the "*Sublease*"), by and between Morris County Improvement Authority ("*Sublessor*") and Sublessee, HEREBY CERTIFIES as follows (all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Sublease):

1. Those items of the Equipment as are listed on **Schedule A** attached hereto are also listed on Exhibit A to the Sublease, have been the basis of a duly completed and executed Requisition and have been delivered to and received by Sublessee; that all installation or other work necessary prior to the use thereof has been completed; that the Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to Sublessee and as represented; and that the Equipment has been accepted by Sublessee and complies with all terms of the Lease and the Sublease.
2. Sublessee has obtained insurance from a reputable insurance company qualified to do business in the State, or is self-insured pursuant to N.J.S.A. 40A:10-1 *et seq.*, with respect to all risks required to be covered thereby pursuant to Section 15 of the Lease.
3. Sublessee is exempt from all personal property taxes and all sales and/or use taxes with respect to the Equipment and the Rental Payments.
4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges (i) the organization or existence of Sublessee, (ii) the authority of Sublessee or its officers or employees to enter into the Sublease, (iii) the proper authorization, approval and/or execution of the Sublease and the other documents contemplated thereby, or (iv) the ability of Sublessee otherwise to perform its obligations under the Sublease and the transactions contemplated thereby.
5. In the event the Equipment fails to perform as expected or represented, Sublessee will at all times continue to honor the Lease and the Sublease in all respects and continue to make the Payments thereunder in the normal course of business, and Sublessee will look solely to the Equipment Vendor, distributor or manufacturer for recourse.
6. Sublessee acknowledges that neither Lessor nor Sublessor are the vendor, manufacturer or distributor of the Equipment and neither has any control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment, and that they make no warranty, express or implied, representation or covenant with respect thereto, and, accordingly, Sublessee covenants not to institute suit or other proceedings against either Lessor or Sublessor with respect to the Equipment, and Sublessee shall hold them harmless from any suit or proceeding related thereto, all in accordance with the Lease and the Sublease.
7. The serial number for each item of Equipment that is set forth on **Exhibit A** is correct.

This Acceptance Certificate shall not be considered to alter, construe or amend the terms and conditions of the Lease or the Sublease.

Parsippany-Troy Hills Board of Education

By: _____

Name:

Title:

Acknowledged as to form only without making
any representation, warranty or covenant
with respect to the Equipment this ____ day
of _____, 201_:

THE MORRIS COUNTY IMPROVEMENT AUTHORITY

By: _____

Name:

Title:

[Attach Form of Exhibit A]

EXHIBIT C

FORM OF REQUISITION

Requisition No. _____ - _____

[Lessor]

[Escrow Agent], as Escrow Agent

Attention: _____ Corporate Trust Administration, Municipal Finance

Re: Sublease Purchase Agreement, dated as of _____, 201_
Between The Morris County Improvement Authority, as Sublessor and
[Local Unit], as Sublessee

Dear Sirs:

Pursuant to Section 2 of that certain Sublease Purchase Agreement, dated as of _____ 1, 201_ (the "Sublease;" capitalized terms not defined in this requisition shall have the meanings ascribed to such terms in the Sublease) by and between Morris County Improvement Authority (the "Authority") and the [Local Unit]. [[Escrow Agent], as escrow agent (the "Escrow Agent")] you are [is] hereby requested to pay [from moneys on deposit in the Escrow Fund] the sum of \$_____ which amount shall be payable to

[_____ for
_____ Equipment]

[the [Authority] [Local Unit] for reimbursement of Costs previously paid by the [Authority] [Local Unit] to _____
for
_____ Equipment]

incurred in connection with the acquisition and/or installation of the Equipment to be financed by a portion of the proceeds of the Lease (as defined in the Sublease). Such money is attributable to the following Equipment listed on Exhibit A to the Sublease:

The undersigned Sublessee hereby certifies that:

1. The Equipment described above comprises a portion of the Equipment either heretofore described on Exhibit A to the Sublease or, as Substitute Equipment, will be simultaneously described on Exhibit A to the Sublease, and in either case has been delivered to, tested and inspected by, and accepted by Sublessee. The Equipment described herein is operationally complete and functionally independent and may be utilized by sublessee without regard to whether the balance of the Equipment listed on Exhibit A is delivered and accepted.

2. The amounts requested to be paid as set forth above have not been the basis of a prior request.
3. The representations and warranties of Sublessee contained in the Lease and the Sublease, are true and correct as of the date hereof.
4. No Event of Default, or event which with the giving of notice or passage of time would constitute an Event of Default, has occurred under the Lease or Sublease.
5. Sublessee has funds sufficient to pay all Rental Payments and all other amounts due under the Sublease in the current Fiscal Year.
6. Attached hereto are the following documents:
 - Equipment invoice(s) with detailed description of Equipment (i.e., serial numbers);
 - Proof of payment if Payee is Sublessee (i.e., copy of canceled checks);
 - If vehicle, title application and _____ listed as first and only lienholder;
 - Insurance Certificate;
 - If this requisition is for Substitute Equipment, a revised **Exhibit A**; and
 - If this is the final disbursement request, Certificate of Acceptance (**Exhibit B** to Sublease).

Very truly yours,

[LOCAL UNIT], NEW JERSEY
Sublessee

By: _____
Business Administrator

Received and Approved:

[LESSOR] Lessor

By: _____
Title:
Date:

**Acknowledged as to form only without making
any representation, warranty or covenant
with respect to the Equipment this ____ day of
_____ 201__**

THE MORRIS COUNTY IMPROVEMENT AUTHORITY

By: _____
Chairman or Treasurer

Dated: _____

EXHIBIT D

**PAYMENTS, INTEREST RATE,
 TERMINATION VALUE AND LEASE TERM**

NOT TO EXCEED FUNDING AMOUNT: \$ _____

LEASE TERM: _____ months

INTEREST RATE: _____ %

CLOSING DATE: _____, 201_

SCHEDULE OF RENTAL PAYMENTS

Payment Date*	Payment Number	Total Payment	Principal Component	Interest Component	Termination Value**
	0				
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
<u>TOTAL</u>					

* The date in this column is the Master Lease Payment Date; the Sublease Payment Date is the date fifteen (15) days prior thereto.

** Represents the cost of termination on or before such date. Early termination requires 30 days' prior notice.

EXHIBIT E

APPLICABLE SUBLEASE TRANSACTION CERTIFICATE

In connection with that certain Sublease Purchase Agreement (County Guaranteed Leasing Program, Series 2012) (the "*Sublease*"), dated as of [DATE], 201_, by and between **THE MORRIS COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey ("*Sublessor*"), and **Parsippany-Troy Hills Board of Education**, a political subdivision of the State or a state or local governmental unit within the meaning of §1.103-1(a) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended ("*Sublessee*"), Sublessor **HEREBY CERTIFIES** as follows:

1. [Lessor], as lessor ("*Lessor*"), and Sublessor, as lessee, executed the Master Lease Purchase Agreement (County Guaranteed Leasing Program, Series 2009), dated as of August 1, 2009 (together with the exhibits and attachments thereto, the "*Lease*"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease.

2. By the terms of the Lease, Lessor leased to Sublessor the equipment and personal property described in **Exhibit A** attached to the Sublease (the "*Equipment*") for the term described in **Exhibit D** attached to the Sublease, as the same may be amended from time to time.

3. Sublessor desires to sublease to Sublessee the Equipment, and Sublessee desires to lease such Equipment from Sublessor.

4. The maximum amount of Equipment Cost to be financed by Lessor pursuant to the Sublease is \$_____.

5. In consideration of Lessor and Sublessor entering into the Lease, Sublessor has issued to Lessor a performance bond (the "*Bond*") in a principal amount up to the Maximum Program Amount, which Bond will be issued directly to Lessor and will be payable to Lessor only upon a deficiency in Rental Payments due and owing under the Lease, in which case the County of Morris (the "*County*") will have fully, unconditionally and irrevocably guaranteed the payment of the principal of the Bond up to the Maximum Program Amount, plus interest thereon (the "*County Guaranty*").

6. Upon entering into the Sublease, Sublessor shall execute this Applicable Sublease Transaction Certificate in connection therewith, which upon acknowledgement by the County and delivery to Lessor shall activate that portion of the Bond and of the County Guaranty as additional security for the making of Master Lease Rental Payments equal to the maximum Equipment Cost (as defined in the Sublease) to be provided to Sublessee pursuant to the Sublease. Solely for this purpose, the Sublease is hereby designated "Sublease Purchase Agreement (County Guaranteed Leasing Program, Series 200_ __ – Parsippany-Troy Hills Board of Education Project)".

7. As of the date hereof, the Bond and the County Guaranty are in full force and effect.

8. Attached hereto is a true and correct copy of Sublessee's authorizing [resolution] [ordinance] adopted at a meeting or meetings duly called and held in accordance with applicable

law, which [resolution] [ordinance] has not been modified, amended, repealed or rescinded and, as such, remains in full force and effect.

9. No default or Event of Default exists under the Lease or any Sublease to which Sublessee is a party.

10. There has been no material adverse change in the financial condition of the County or in its ability to perform its obligations under the County Guaranty.

Very truly yours,

**THE MORRIS COUNTY
IMPROVEMENT AUTHORITY**

By: _____

Name:

Title:

Acknowledged this ____ day
of _____, 201_:

COUNTY OF MORRIS, NEW JERSEY

By: _____

Name:

Title:

Acknowledged this ____ day
of _____, 201_:

[LESSOR]

By: _____

Name:

Title:

EXHIBIT F

CERTIFICATE OF THE SUBLESSEE

This certificate is being furnished to [Lessor], as Lessor under the Lease referenced below ("*Lessor*") and the Morris County Improvement Authority (the "*Authority*" or "*Lessee*") with respect to the Authority's County Guaranteed Leasing Program, Series 2012 (the "*Program*"), wherein the Authority serves (i) as Lessee under the Master Lease Purchase Agreement (County Guaranteed Leasing Program, Series 2009), dated as of August 1, 2009 (the "*Lease*"), by and between itself and [Lessor], as Lessor, and (ii) as Sublessor under the Sublease Purchase Agreement (County Guaranteed Leasing Program, Series 2012), dated as of [DATE], 201_ (the "*Sublease*"), by and between itself and Parsippany-Troy Hills Board of Education (the "*Local Unit*"), as Sublessee. Bond Counsel to the Authority is entitled to rely on this certificate for purposes of rendering its opinion as to the exclusion from gross income for federal income tax purposes of the interest component of the Rental Payments on the Lease and the Sublease and with respect to treatment of interest on the Lease and the Sublease under the federal alternative minimum tax.

Based upon such investigation and examination deemed necessary for the purposes hereof, the undersigned **HEREBY CERTIFIES AND DECLARES** as follows:

1. I am the Business Administrator/Chief Financial Officer of the Parsippany-Troy Hills Board of Education, a municipal corporation of the State of New Jersey (the "*Local Unit*"), charged with the responsibility for the execution and delivery of the Sublease, and am duly authorized to act for and on behalf of the Local Unit in signing this Tax Certificate of [Local Unit] as to the Equipment and its use (the "*Tax Certificate*").
2. The Sublease is being executed and delivered to finance the lease purchase by and on behalf of the Local Unit of the equipment listed on **Exhibit A** of the Sublease (the "*Equipment*") to be used in furtherance of the governmental purposes of the Local Unit. The proceeds of the Sublease do not exceed the amount which is required for the lease purchase of the Equipment. None of the proceeds of the Sublease will be used, directly or indirectly, to reimburse the Sublessee for an expenditure paid prior to the date hereof or to pay debt service on any indebtedness of Sublessee. No portion of the Equipment is expected to be sold or otherwise disposed of prior to the payment of the final Rental Payment under the Sublease.
3. Unless expressly permitted herein, no portion of the proceeds of the Sublease will be used, directly or indirectly, to finance "investment property" or "investment-type property" with a yield in excess of the yield on the Lease.
4. All proceeds of the Sublease and all interest or other investment income earned with respect to the Lease Proceeds (as defined in the Sublease) will be expended on the Equipment, which is a capital expenditure, within six (6) months of the date hereof. No undisbursed moneys will remain after the Equipment has been acquired unless used to prepay the Rental Payments or other obligations due to Lessor under the Sublease. The proceeds of the Sublease may be invested without regard to yield restriction for a three year temporary period in accordance with Regulations Section 1.148-2(e)(2). Any proceeds held beyond the end of such three year period shall not be invested at a yield in excess of the yield on the Lease or, to the extent permitted by Treasury Regulations, the Local Unit may invest such proceeds without regard to yield

restriction and will make yield reduction payments in accordance with Treasury Regulations Section 1.148-5(c).

5. Not more than ten percent (10%) of the proceeds of the Sublease will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit. A use of the proceeds includes (i) ownership of the Equipment financed or refinanced with the proceeds of the Sublease, (ii) actual or beneficial use of the Equipment pursuant to a lease or a management, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral. The payment of the principal or of the interest on more than ten percent (10%) of the Sublease will not be, directly or indirectly: (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit, or (B) payments in respect of such property; or (ii) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. For purposes of this Section 5, persons (other than a state or local governmental unit) using such Proceeds on the same basis as the general public shall not be taken into account. None of the proceeds of the Sublease will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit. No proceeds of the Sublease will be used to make grants to any person. No proceeds of the Sublease will be used for a private business use that is unrelated to, or disproportionate to, the governmental use of the proceeds, as such terms are defined in Code Section 141(b)(3).

6. Under the terms of the Sublease, the Local Unit is required to pay, as rent for the Equipment, Rental Payments (as defined in the Lease), in the amounts and on the dates set forth in Exhibit D to the Sublease, to Lessor. Each Rental Payment consists of an interest component and a principal component. The Local Unit and Lessor are treating the Lease as a capital lease for purposes of federal income taxation.

7. No "sinking fund" or "pledged fund" (within the meaning of Treasury Regulations Section 1.148-1(c)(2) and (3)), debt service fund, redemption fund, reserve fund, replacement fund or any similar fund or account has been or will be created or established under the Lease or otherwise from which the Rental Payments are reasonably expected to be paid. All moneys to be used to pay the Rental Payments will be paid directly to Lessor.

8. If any moneys are held in an escrow fund, such moneys will not be invested pending their disbursement at a yield higher than the yield on the Lease.

9. The Sublease is being executed for the significant governmental purposes set forth in the Sublease and herein, and is not being executed to hedge against future increases in interest rates.

10. The Local Unit agrees, to the extent required by Section 148(f) of the Code, to calculate and pay or cause to be calculated and paid to the United States Treasury, in the manner and at the times prescribed in the Treasury Regulations, the "rebate amount", as such term is defined in Treasury Regulations Section 1.148-1(b).

11. The Local Unit agrees to keep and retain until six years after the retirement of the Sublease, adequate records with respect to the investment and disposition of the proceeds of the Sublease.

12. The undersigned Local Unit hereby certifies that all Rental Payments (in the amount of \$_____) and Additional Payments (if any) (in the amount of \$_____) due under the Sublease, for the Local Unit's fiscal year ending [June 30, ____] [December 31, ____], are within the Local Unit's operating budget or budgets for such period, and an appropriation of funds for such year has been made for such purpose and is available therefor.

13. In accordance with Section 15 of the Lease, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers) to issue:

a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Master Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause naming Lessor "and/or its assigns" as Lender Loss Payee;

Public Coverage Required:

\$1,000,000.00 per person

\$1,000,000.00 aggregate bodily injury liability \$1,000,000.00 property damage liability

OR

b. We are self insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

14. Proof of insurance coverage as provided in Section 10 of Exhibit H to the Sublease will be provided to Lessor prior to the time that the Equipment or Unit thereof is delivered to us.

15. The Employer Identification Number of the Local Unit is _____.

16. There are no other issues of governmental obligations of the Local Unit: (a) sold within 15 days of the date of the Sublease; (b) sold pursuant to a common plan of financing with the Sublease; and (c) to be paid out of substantially the same source of funds, determined without regard to guarantees from unrelated parties.

17. No portion of the Rental Payments is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof).

18. If and when required, the Local Unit shall cause the "yield" on the Sublease to be computed in accordance with Section 148 of the Code.

19. On the date hereof, or within the time prescribed for filing such report, the Local Unit has caused, or will assist the Lessee in, the filing of a true and complete information report on Form 8038-G with the Internal Revenue Service.

Parsippany-Troy Hills Board of Education

By: _____

Name:

Title:

Dated: [DATE], 201__

EXHIBIT G

[TO BE PROVIDED ANNUALLY TO LESSOR DURING LEASE TERM]

APPROPRIATION CERTIFICATE

[Date]

[Lessor], as Lessor
[Address of Lessor]

Re: Sublease Purchase Agreement (County Guaranteed Leasing Program, Series 2012), dated as of [DATE], 200_ (the "*Sublease*"), by and between Morris County Improvement Authority, as Sublessor, and Parsippany-Troy Hills Board of Education (the "*Local Unit*"), as Sublessee

Ladies and Gentlemen:

The undersigned Local Unit hereby certifies that all Rental Payments (in the amount of \$ _____) and Additional Payments (if any) (in the amount of \$ _____) due under the Sublease, for the Local Unit's fiscal year ending [June 30, ____] [December 31, ____], are within the Local Unit's operating budget or budgets for such period, and an appropriation of funds for such year has been made for such purpose and is available therefor.

Education

Parsippany-Troy Hills Board of

By: _____

Name:

Title:

SCHEDULE A

TAX COVENANTS

1. Sublessee expects and intends to be able to comply with, and will, to the extent permitted by law, comply with, the provisions and procedures set forth in the Lease and this Sublease, and will do and perform all acts and things necessary or desirable in order to assure that, under the Code as presently in effect, interest on this Sublease will, for purposes of federal income taxation, be excludable from the gross income of Lessor.
2. Not more than ten percent (10%) of the units comprising the Equipment are to be used (directly or indirectly) in any "private business use" (within the meaning of Section 141 of the Code), *i.e.*, a "use" of facilities in the trade or business of a natural person or any use of facilities by a person that is not a natural person, other than a state or local governmental unit or instrumentality thereof. For this purpose, a "use" includes use by such person as an owner, lessee, purchaser of output from facilities under a "take and pay" or "take or pay" contract, or manager or independent contractor under certain management or professional service contracts. Use of the Equipment intended for general public use is not considered "used" by nongovernmental persons in a trade or business if such persons use the Equipment in their trades or businesses on the same basis as other members of the general public. Accordingly, not more than ten percent (10%) of the proceeds of this Sublease are to be used (directly or indirectly) in any private business use.
3. Not more than five percent (5%) of any of the units of Equipment are to be used (directly or indirectly) in any private business use that is not related to any governmental use of such units of Equipment or used or to be used in any "disproportionate related use" (as defined in Section 141 of the Code). Accordingly, not more than five percent (5%) of the proceeds of this Sublease will be used (directly or indirectly) in any private business use that is not related to any governmental use of such proceeds or used or to be used in any "disproportionate related use" (as defined in Section 141 of the Code).
4. Sublessee will use the proceeds of this Sublease to acquire, install and accept the Equipment in the manner and as specifically set forth in this Sublease. None of the proceeds of this Sublease will be used to reimburse Sublessee for an expenditure of Sublessee paid prior to the date hereof. Sublessee will not expend the proceeds of this Sublease on assets other than those listed in **Schedule A** attached hereto or as otherwise approved by Bond Counsel. All proceeds of this Sublease will be spent on either costs of issuance or costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if Sublessee were treated as a corporation subject to federal income taxation.
5. Sublessee agrees to comply with the investment restrictions and rebate requirements contained in the United States Treasury Regulations §§1.148-1 to 1.148-11. Sublessee shall direct Sublessor in writing to rebate to the United States of America on behalf of Sublessee any amounts required to be paid pursuant to Section 148 of the Code and the regulations promulgated thereunder. Sublessee shall pay, or cause to be paid, the rebate amount to be paid to the United States of America in the percentage, at the times and in the manner required by Section 148 of the Code and the regulations promulgated thereunder.

6. On or before the 15th day of the second month after the calendar quarter in which this Sublease is executed and delivered, Sublessee agrees to file, or cause to be filed, with the Internal Revenue Service Center, Ogden, Utah 84201, a statement on Form 8038-G or 8038-GC complying with the requirements for the filing of Form 8038-G or 8038-GC, as the case may be.

7. All representations with respect to Sublessee covered in Lessee's "Certificate as to Arbitrage" are true and complete, and Sublessee will comply with all of the covenants contained therein.

8. None of the proceeds of this Sublease will be invested in investments having a yield that is substantially guaranteed for four years or more.

[Add any additional tax covenants applicable to Sublessee]

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EXHIBIT C



E-RATE SERVICES AGREEMENT

THIS AGREEMENT has been entered into as of the 5/10/2012, by and between:

E-rate Exchange, 1204 James Street, Syracuse, NY 13203 (the "**Consultant**"); and Parsippany-Troy, with an address of 292 Parsippany Road
PO Box 52 Parsippany, NJ 7054 292 Parsippany Road
PO Box 52
Parsippany, NJ 7054 (the "**Client**").

RECITALS

The Client desires to engage the Consultant to perform certain services relating to the Universal Service Administrative Company / Schools and Libraries Division E-rate application process designed for eligible education entities to receive discounts and/or reimbursements for eligible telecommunication services and Internet access (the "E-Rate Services").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. **Services to be Rendered:** The Consultant shall perform the E-Rate Services as described more specifically in statement of work set forth in Schedule A (the "Statement of Work").
2. **Client Furnished Information:** Client shall supply all "Client Furnished Information" as set forth in Schedule A. The Client Furnished Information shall be provided in accordance with the Timeline set forth in Schedule A so as to not delay the performance of services provided by the Consultant. The Client shall bear all costs incurred in providing Client Furnished Information.
3. **Client Responsibilities:** Client shall be responsible to provide accurate and timely information as needed by Consultant. In addition, client shall be responsible for obligations described in the Client Responsibilities set forth in Schedule A. The Client shall bear all costs incurred with respect to the Client Responsibilities.
4. **Terms of Payment:** Client shall pay the Consultant Fee as set forth in Schedule A. All payments are due and payable within 30 days from date of invoice. Client acknowledges that failure to make prompt and full payment when due shall entitle the Consultant, at its sole and absolute discretion, to cease all work hereunder and the Consultant assumes no responsibility for additional services thereafter to the Client. The Consultant may withhold final report(s) until payment is received. Invoices not paid within thirty (30) days are subject to a late fee of one and one-half percent (1½%) per month of the past due amount.

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5. **Additional Services:** If the Client wishes to have the Consultant to provide any additional services not set forth in the Statement of Work, related to the E-Rate Services, the Client must authorize such service in writing for a mutually agreed upon additional fee.
6. **Disclaimer:** The Consultant is not liable for reduction or denial of funding that results from inaccurate or incomplete Client Furnished Information, failure of client to timely provide Client Furnished Information or to fulfill any client responsibilities, clerical errors or omissions made by the Schools and Libraries Division, or if Schools and Libraries Division claims inaccurate or insufficient application and the Consultant can demonstrate that the application was complete and accurate.
7. **Notices:** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party and the other party's address stated in Schedule A. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.
8. **Assignment:** This agreement may not be assigned by the Client without the prior written consent of the Consultant.
9. **Waiver:** The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.
10. **Modification:** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Consultant.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Consultant.
12. **Applicable Law:** This Agreement shall be subject to and governed by the laws of the State of New York, excluding its conflicts of laws provisions.
13. **Term:** The term of this Agreement shall be as set forth in Schedule A.

IN WITNESS WHEREOF, the parties have executed this Agreement 5/10/2012

Client: Parsippany-Troy.

Consultant: E-RATE EXCHANGE

(Signature)

(Signature)

(Date)

(Date)

(Printed Name)

Shari D. Phillips

(Printed Name)

(Title)

President

(Title)

DocuSign Envelope ID: 9FFFEF4B-9DF1-4190-AA4D-1ED4551B6661



E-RATE SERVICES AGREEMENT

Schedule A

Statement of Work:

The Consultant will provide the services described below and more specifically described in the Proposal for E-rate Consulting Services dated 5/10/2012.

- Advise Client of required information necessary to file applications to receive E-rate discounts.
- Calculate E-rate Discount
- Prepare and file all necessary documents associated with the USF / SLD for the E-rate application process. The forms included are:
 - Form 470
 - Form 471
 - Form 486
 - Form 472 or, otherwise known as Billed Entity Applicant Reimbursement Forms (BEAR)
- Respond to requests made by the Schools and Libraries Division during Program Integrity Assurance.
- Review and verify Receipt Acknowledge Letters (RAL's)
- Review and Funding Commitment Decision Letters (FCDL's)

Client Furnished Information:

The Client shall provide the following information in accordance with the timeline set forth below:

- Templates titled "letter of authorization" on district letterhead and have authorized school authority sign and date.
- Student enrollment & eligible students for free and reduced lunch
- Copy of Technology Plan
- A copy of one month telecommunication bills

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Timeline:

The project has a very aggressive schedule that will need to be maintained to maximize E-rate Funding. Below details the timeline that E-rate Exchange will use to manage the process.

**This timeline is strictly a guide, as specific deadlines are determined by USAC and may vary from year to year.*

Meet with Client to Plan Funding Year 2013	Jan - Feb, 2012
Collect Client Furnished Information for Funding Year 2013	April - July, 2012
Post Form 470.....	July - Sept, 2012
28 Day Competitive Bidding Window.....	July - Nov, 2012
Meet with Client to review E-rate Funding for Funding Year 2013	Oct - Dec, 2012
Prepare & File Form 471	Jan - March 2013
Client Approves Form 471.....	Jan - March 2013
Form 471 is submitted to SLD.....	No later than the 2013 FY deadline

Consultant Fee:

The Consultant Fee for the statement of work shall be fixed and made payable according to the milestones set forth below:

- The fixed fee shall be for Funding Year 2013 Priority One\$6,750.00
- The fixed fee shall be for Funding Year 2014 Priority One \$6,750.00

Payment Schedule:

Client shall pay for services according to the payment schedule listed below.

Funding Year 2013

- Begin E-rate Application Funding Year 2013 (July 1, 2012)\$3,375.00
- Final Payment (March 1, 2013)\$3,375.00

Funding Year 2014

- Begin E-rate Application Funding Year 2014 (July 1, 2013)\$3,375.00
- Final Payment (March 1, 2014) \$3,375.00

Term of the Agreement: The term of this Agreement shall be for two (2) year, unless terminated by Consultant for nonpayment of Consultant fee. This agreement shall automatically renew each Erate funding Year.

Address for Giving Notices:

Client: Parsippany-Troy

Consultant: E-rate Exchange, LLC

292 Parsippany Road
PO Box 52
Parsippany, NJ 7054

1204 James Street
Syracuse, NY 13023

EXHIBIT H



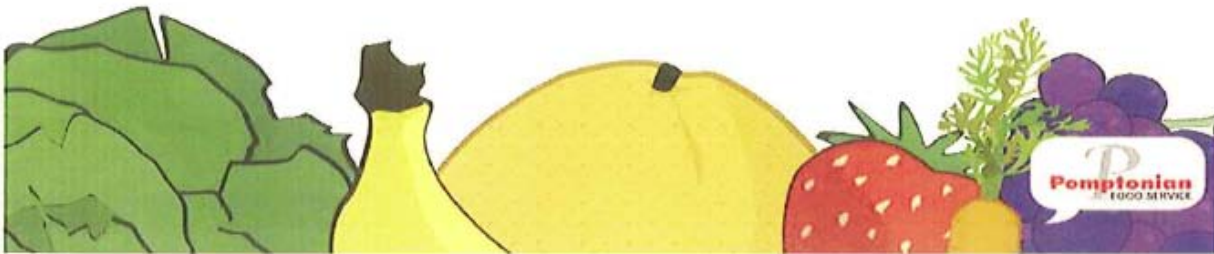
PRICE LIST

PARSIPPANY SCHOOL DISTRICT

APPROVED BY: _____ 2012 - 2013

DATE: _____ ROCKAWAY MEADOW SCHOOL
STUDENT PRICE LIST

	Student Lunch.....	\$ <u>2.302.40</u>
	Reduced Lunch40
	Student Breakfast.....	<u>2.00</u>
	Reduced Breakfast30

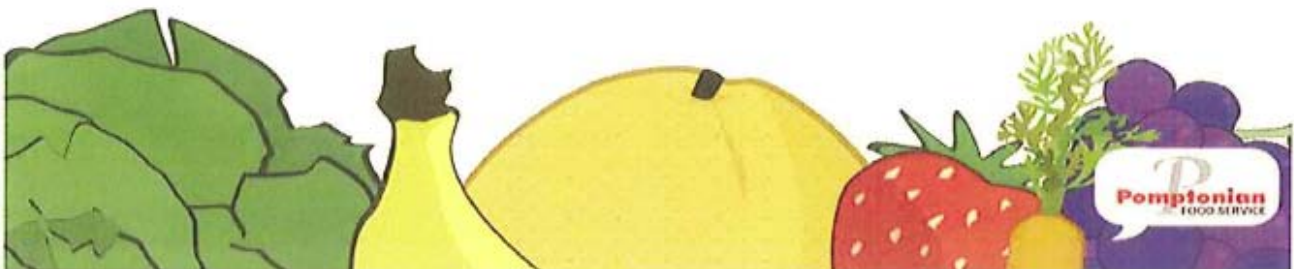




2012 - 2013

ROCKAWAY MEADOW SCHOOL
STUDENT PRICE LIST

Student Lunch.....	\$ 2.40
Reduced Lunch40
Student Breakfast.....	2.00
Reduced Breakfast30





PRICE LIST

PARSIPPANY SCHOOL DISTRICT

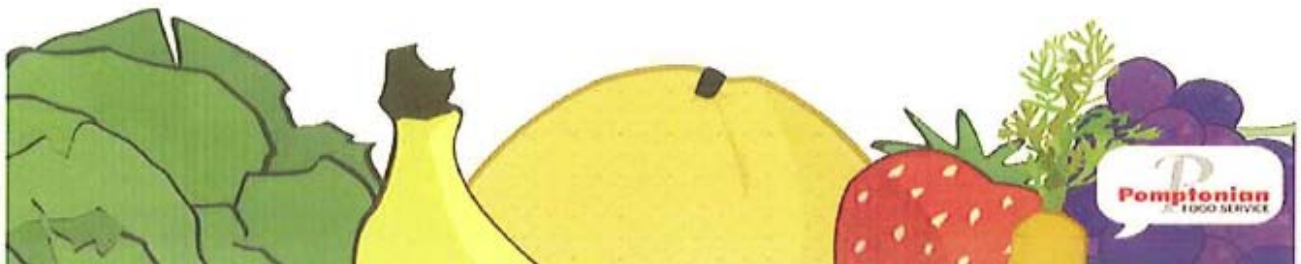
APPROVED BY: _____

2012 - 2013

DATE: _____

KNOLLWOOD SCHOOL
STUDENT PRICE LIST

	Student Lunch.....	\$ <u>2.302.40</u>
	Reduced Lunch40
	Student Breakfast.....	<u>2.00</u>
	Reduced Breakfast.....	.30





PARSIPPANY SCHOOL DISTRICT

2012 - 2013

KNOLLWOOD SCHOOL
STUDENT PRICE LIST

Student Lunch.....	\$ 2.40
Reduced Lunch40
Student Breakfast.....	2.00
Reduced Breakfast30

