

MIDLAND PARK BOARD OF EDUCATION

WORK MEETING

A G E N D A

TUESDAY
May 13, 2014

8:00 P.M.
AUGUST C. DePREKER MEDIA CENTER,
HIGHLAND SCHOOL

District policy states that anyone wishing to speak on an agenda item prior to its vote by the full Board will have an opportunity to do so without prior notice.

Call to Order

Pledge of Allegiance

Open Public Meeting Act Statement

"Adequate notice of this meeting was provided as specified in the Open Meeting Act. Notices of this meeting were sent to the Herald-News, the Record, Ridgewood News and to the Midland Park Borough Clerk for the 2014 elective year. A notice was also posted inside the office of the Midland Park Board of Education in a place reserved for such announcements. The Board announces that under its long-standing policy, it will not discuss in public any comments made by members of the public concerning individual staff members. In addition, all questions must be presented to the Board of Education during the public session and prior to the adjournment of the meeting."

Roll Call:

BUSINESS ADMINISTRATOR ITEMS

Ms. Stacy Garvey

BOARD PRESIDENT ITEMS

Dr. Maryalice Thomas

Midland Park Public School District Mission Statement

The Midland Park School District as part of a strong, dedicated community, provides students with a comprehensive, adaptive education in a positive environment by maximizing all resources and empowering them to realize their individual worth and responsibility with the expectation that all students achieve the New Jersey Core Curriculum Content Standards at all grade levels.

SUPERINTENDENT OF SCHOOLS ITEMS

Dr. Marie Cirasella

1. Approve the following resolutions:
 - a. BE IT RESOLVED that the Board hereby affirms the Superintendent's decision in HIB Investigation No. 022814332 for the reasons set forth in the Superintendent's Report to the Board and directs the Board Secretary/School Business Administrator to transmit a copy of the Board's decision to the affected students' parents forthwith.

- b. BE IT RESOLVED that the Board hereby affirms the Superintendent's decision in HIB Investigation No. 040914333 for the reasons set forth in the Superintendent's Report to the Board and directs the Board Secretary/School Business Administrator to transmit a copy of the Board's decision to the affected students' parents forthwith.
- c. BE IT RESOLVED that the Board hereby affirms the Superintendent's decision in HIB Investigation No. 040814334 for the reasons set forth in the Superintendent's Report to the Board and directs the Board Secretary/School Business Administrator to transmit a copy of the Board's decision to the affected students' parents forthwith.

AGENDA ITEMS FOR DISCUSSION

Review of agenda for Regular Meeting to be held on May 27, 2014.

Open to Public- Comments only for action items on the agenda.

BOARD MOTIONS

APPENDIX

- 1. Approve the Board of Education Standing Committees for the 2014-2015 school year, which is attached as an appendix. BM-1

Action Items:

A. Personnel- (M. Cirasella)

Board resolutions related to hiring for the 2013-2014 and 2014-2015 school years will be on an emergency basis, pursuant to N.J.S.A. 18A:6-7.1, N.J.S.A. 18A:39-17 and/or N.J.S.A. 18A:6-4.13, as applicable.

- 1. Approve the non-tenured reappointment and salary of Dr. Marie Cirasella as Superintendent of Schools for the 2014-2015 school year, as per the signed Contract of Employment.
- 2. Approve the reappointment of the following non-tenured administrators for the 2014-2015 school year, (salaries to be determined pending completion of negotiations):

June Chang	Director of Curriculum, Instruction & Staff Development
Michael Gaccione	High School Assistant Principal/Athletic Director
Peter Galasso	High School Assistant Principal
Christina Gouraige	Director of Special Services
Matthew Murphy	Godwin School Principal

- 3. Approve the reappointment of the following tenured administrators for the 2014-2015 school year, (salaries to be determined pending completion of negotiations):

Danielle Bache	Highland School Principal
Nicholas Capuano	High School Principal

4. Approve the reappointment of the following tenured administrator for the 2014-2015 school year (salary to be determined pending completion of negotiations):

Stacy Garvey Business Administrator/Board Secretary

5. Approve the reappointment of all non-tenured certificated staff for the 2014-2015 school year, as per the attached appendix (salaries to be determined pending completion of negotiations):

A-5

6. Approve the first tenured appointment of the following certificated staff for the 2014-2015 school year (salaries to be determined pending completion of negotiations):

Andrew Anderson
Christine Carr
Hayley Devereaux (11/29/2014)
Sarah Grimaldi
Jill Klaasen (1/3/2015)
Kelly Scala
Emily Walker (1/3/2015)

7. Approve the reappointment of all tenured certificated staff for the 2014-2015 school year, as per the attached appendix (salaries to be determined pending completion of negotiations).

A-7

8. Approve the appointment of Derek Gordon as a part-time Custodian. He will be paid at the approved hourly rate, effective May 14, 2014 through June 30 2014.

9. Approve Alissa Bevilacqua to observe a third grade class in Highland School for five hours on May 20, 2014 as part of her Hunter College graduate student requirements.

B. Finance- (R. Schiffer, Chairperson)

1. Approve the purchase of Natural Gas Supply Service Contract through the Alliance for Competitive Energy Services (ACES) between the Midland Park Board of Education and South Jersey Energy Company, effective June 1, 2014 through December 31, 2014, which is attached as an appendix.

B-1

2. Approve the acceptance of a grant in the sum of \$2,000 for the Greenhouse/Community Garden from Whole Food/Whole Kids to Nancy DeRitter, Science teacher at the high school.

C. Curriculum- (S. Criscenzo, Chairperson)

1. Approve the following staff member requesting workshop attendance:

Name	Workshop	Location	Cost	Date
Evan Weber	Executive Dysfunction – Effective Strategies & Intervention	Fort Lee, NJ	\$199.99	May 20, 2014

LIAISON/BOARD COMMITTEE REPORTS

- D. Policy Committee- (T. Thomas, Chairperson)

- E. Legislative Committee- (J. Canellas, Chairperson)

- F. Buildings and Grounds Committee- (R. Formicola, Chairperson)

- G. Negotiations Committee- (B. McCourt, Chairperson)

- H. Public Relations Committee- (P. Triolo, Chairperson)

- I. Personnel Committee- (W. Sullivan, Chairperson)

- J. Liaison Committee

High School PTA – (S. Criscenzo)

Elementary School PTA - (P. Triolo)

Booster Club – (T. Thomas)

Performing Arts Parents – (J. Canellas)

Special Education – (M. Thomas)

Education Foundation – (R. Formicola)

Board of Recreation – (B. McCourt)

Continuing Education Program – (R. Schiffer)

Student Representative to the Board – ()

Borough Town Council – (M. Thomas and J. Canellas)

Ad Hoc – (W. Sullivan)

ADDITIONAL BOARD ITEMS

OLD BUSINESS

NEW BUSINESS

Motion to go into closed session before the meeting of May 27, 2014, for the purpose of personnel, negotiations and confidential student and association matters.

OPEN TO THE PUBLIC

ADJOURNMENT

Naming of Board Committees for the 2014-2015 Elective Year. As per the adopted Board Policy Section 0155, the following standing committees shall be formed and appointed by the President. Each Committee shall consist of three (3) members (one chairperson designated by the President) plus the Superintendent or his designee.

BOARD OF EDUCATION - STANDING COMMITTEES

A. Buildings & Grounds

- 1) Rich Formicola , Chairperson
- 2) Sandra Criscenzo
- 3) Tim Thomas

B. Finance

- 1) Bob Schiffer , Chairperson
- 2) James Canellas
- 3) Brian McCourt

C. Legislative

- James Canellas , Chairperson

D. Liaison

- 1) Sandra Criscenzo , High School PTA
- 2) Peter Triolo , Elementary School PTA
- 3) Tim Thomas , Booster Club
- 4) James Canellas , Performing Arts Parents
- 5) Maryalice Thomas , Special Education
- 6) Rich Formicola , Midland Park Public Education Foundation
- 7) Brian McCourt , Board of Recreation
- 8) Bob Schiffer , Continuing Education
- 9) Maryalice Thomas , Borough Council
- James Canellas , Borough Council
- 10) Bill Sullivan , Ad Hoc

E. Negotiations

- 1) Brian McCourt , Chairperson
- 2) Rich Formicola
- 3) Bill Sullivan

**Midland Park Public Schools
Midland Park, New Jersey**

F. Public Relations

- 1) Peter Triolo , Chairperson
- 2) Rich Formicola
- 3) Bob Schiffer

G. Policy

- 1) Tim Thomas , Chairperson
- 2) Brian McCourt
- 3) Peter Triolo

H. Curriculum and Instruction

- 1) Sandra Criscenzo , Chairperson
- 2) Tim Thomas
- 3) Peter Triolo

I. Personnel

- 1) Bill Sullivan , Chairperson
- 2) James Canellas
- 3) Sandra Criscenzo

BOARD OF EDUCATION DELEGATES AND REPRESENTATIVES

a. New Jersey School Boards

Maryalice Thomas

b. Bergen County School Boards

James Canellas

Midland Park Public Schools
Midland Park, New Jersey

2014-2015 Non-Tenured Certificated Elementary Teaching Staff

Name

Loreto Angulo-Pizarro
Diane Erdman (.5)
Kristie Fucarino
Maxine Lynch
Elyssa Miller
Anna Parke
Erin Welch

2014-2015 Non-Tenured Certificated High School Teaching Staff

Name

Constantine Eliopoulos
Eric Ferro
Catherine Ianni
Michelle Janus
Allyson LaMarca
Paul Marino
Yana Seminara
Jenna Simon
Drew Strohmeyer
LeAnn Tavigian
Kristy Victory

2014-2015 Non-Tenured Certificated System-Wide Staff

Name

Christina Eromenok
Edward Londono

Midland Park Public Schools
Midland Park, New Jersey

2014-2015 Tenured Certificated Elementary Teaching Staff

Name

Kathleen Andrews
Laurin Appruzzese
Jane Bandstra (.9)
Margaret Behan
Laurie Belthoff
Stacy Boufford
Joan Brennan
Eileen Brown
Linda Carr
Heidi Cassells
Jean Clarke
Brian DeCarlo
Savannah Dolianitis (.8)
Anne Edwards
Suzanne Esposito
Steven Ferro
Karen Fino
Diana Grasso
Scott Grasso
Stefanie Greenberg
Lisa Guarini
David Hershberger
Mary Johnston
Karen Kantrowitz (.6)
Suzanne Kelly (.7)
Michael Kilgallen
Danielle Kirsch
Sherry Lange
Deborah Lelinho
Kathleen LePage
Rachel Levy
Michele Maietta
Barbara Makela (.5)
Meghan Martinez
Francesca Mullady
Katelyn Naranjo
Maureen O'Hara (.6)
Jeffrey Peters

Midland Park Public Schools
Midland Park, New Jersey

Allison Ruta
Jamie Scura
Jennifer Stalb
Carole Steel
Lori Thiemann
Caline Treger (.5)
Carole Treta
Laurie Troisi
Michael Winters
Patricia Zarpaylic

2014-2015 Tenured Certificated System-Wide Staff

Name

Therese Hept (.2)
Eileen Ietto
Deborah Kilgore
Catherine Prinsell (.6)
Craig Rush
Patricia Sicree
Pamela Vermaas

**Midland Park Public Schools
Midland Park, New Jersey**

2014-2015 Tenured Certificated High School Teaching Staff

Name

Tracy Audino
Sarah Berninger
Susana Caldelas
Karen Corcoran
Raina Dawson
Nancy DeRitter
Maureen Donatien
Jack Ferriday
Rosemary Ferullo
Jason Gangi
Jacqueline Goodell
Katherine Kuperus
Ethan Grubman
Jeff Hackett
Donna Halliwell
Patricia Homsany
Maureen Kelley
Tarra Lawlor
Jessica Lee
Nancy LoPresti
Lisa McNerney
Teresa Mallon
Joann Manicone (.8)
David Marks
Deborah Marks
Lori Menken
Jo Ann Polhemus
Magdalene Ptak
Lawrence Schupner
Therese Seiders
Justin Soccol
Phyllis Stepien (.8)
Gail Traitz (.2)
Leon Varjian
Teresa Wecht

APPENDIX B

**GAS SUPPLY SERVICE AGREEMENT
BETWEEN**

**PARTICIPATING MEMBER OF THE ALLIANCE FOR COMPETITIVE ENERGY
SERVICES (ACES),**

SOUTH JERSEY ENERGY COMPANY

AND

Midland Park Bd of Ed

DATED:

April 23, 2014

**GAS SUPPLY SERVICE AGREEMENT
BETWEEN**

ALLIANCE FOR COMPETITIVE ENERGY SERVICE ("ACES") PARTICIPATING MEMBER

Midland Park Bd of Ed

AND

RETAIL NATURAL GAS SUPPLIER SOUTH JERSEY ENERGY COMPANY

DATED April 23, 2014

This Gas Supply Service Agreement ("Contract" or "Agreement") is made effective **June 1, 2014**, by and between **South Jersey Energy Company ("Supplier")** and **Midland Park Bd of Ed ("Customer")** also referenced herein as "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreements, and the Request for Bids for Natural Gas Supply Service ("Request for Bid" or "RFB") issued by the Alliance for Competitive Energy Services ("ACES") on March 31, 2014.

Definitions:

"100% Volume Tolerance Pricing Product" means a pricing product wherein the Contract Price has no mechanism for volume-related adjustment; in other words the Contract Price is applicable regardless of how much the actual monthly therm usage varies from historical monthly usage .

"25% Volume Tolerance Pricing Product" means a pricing product wherein the Contract Price is firm and fully applicable for all aggregate monthly usage volumes under this Agreement within a bandwidth of 75% to 125% of historical usage volumes. For any usage outside of the bandwidth, Supplier may assess a market price for additional volumes purchased in a commercially reasonable manner, or to reflect losses, if any, resulting from re-sale of unused volumes in a commercially reasonable manner.

"Administrative Fee" shall mean the per therm fee as provided for in the RFB, which shall be included in the Contract Price, collected by Supplier and remitted by Supplier to the ACES Independent Financial Manager in accordance with the Master Performance Agreement executed between Supplier, the New Jersey School Boards Association and Gabel Associates.

"Award Letter" means the letter issued by the Executive Director of the New Jersey School Boards Association ("NJSBA"), acting as Lead Agency of ACES, notifying Supplier of the bid award resulting from the RFB and memorializing the contract term and Pricing Product for the awarded bid group(s), as well as the Contract Price, as provided for in Supplier's Bid submitted to ACES.

"Commodity Price" for any given billing month means: a) if Customer has not exercised its opportunity to Hedge any gas commodity price in advance, the final settlement price for the monthly NYMEX futures contract for Henry Hub natural gas, grossed up for State sales and use tax; b) if Customer has Hedged in advance all of its monthly volumes, the weighted average Hedged commodity price (grossed up for State sales and use tax) for the month; or c) if Customer has Hedged in advance a portion of its monthly volumes, the weighted average of the Hedged commodity price and the un-Hedged commodity price (un-hedged price being equal to the final settlement price for the monthly NYMEX futures contract for Henry Hub natural gas), grossed up for State sales and use tax.

"Confirmation Agreement" means the Award Letter which memorializes the Contract Price as provided for in Supplier's Bid submitted to ACES, and the list of Customer's accounts to be served under this Agreement, attached hereto as Appendix A,.

"Delivery Point" means the point of the citygate connection between the interstate pipeline and the LDC distribution system.

"FERC" means the Federal Energy Regulatory Commission.

"Fixed Upcharge" means a fixed \$/therm charge, as bid by Supplier in response to the RFB, inclusive of all non-commodity gas supply costs associated with the provision of Gas Supply Service including cost of interstate transportation capacity, balancing, supplier margin, ACES Administrative Fee, and applicable taxes including 7% State Sales and Use Tax, and an adjustment for Line Losses if charges are assessed based upon metered usage.

"Gas Supply Service" means the provision to customers of retail commodity of natural gas to the citygate connection between the interstate pipeline and the LDC distribution system, including the physical natural gas, interstate transportation service and balancing, in quantities and to specifications set forth in the LDC's third party supplier tariff.

"Hedge" means to lock-in a price for the natural gas commodity in advance for one or more contract months for some or all contract volumes, based upon then-prevailing NYMEX futures contract prices for Henry Hub natural gas.

"LDC" means the local distribution company, otherwise referred to as the gas utility, in whose service territory Customer's accounts served under this Contract are located.

"Line Losses" means applicable distribution system line loss factor as defined in the LDC tariff.

"NJBPU" means the New Jersey Board of Public Utilities.

"Therm" means a unit of heat equal to 100,000 British thermal units. This represents the Customer's natural gas usage over time as measured by the LDC meter (LDC meter reading converted from measurements of hundreds of cubic feet (ccf) volume to therms using a standard heating value).

1. **Nature of Transaction:** Customer and Supplier respectively agree to purchase and sell the full Gas Supply Service requirements for the accounts listed, together with such ancillary services that may be shown on the Confirmation Agreements. Supplier will serve as agent for Customer in accordance with the policies and procedures of Customer's LDC in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize Supplier as its sole natural gas Supplier for all requirements for the accounts included under this Agreement, as listed on the Confirmation Agreement.

2. **Contract Term and Sales Period(s):** The effective term of this Contract shall commence with the flow of gas in June 2014 for each account listed on the Confirmation Agreements, and shall continue through X December 2014 (7-month Contract term), May 2015 (12-month Contract term), December 2015 (19-month Contract term), May 2016 (24-month Contract term), or December 2016 (31-month Contract term) meter reading date (check one for selected term as indicated in the Confirmation Agreements, hereinafter referred to as the "Sales Period"). This Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Confirmation Agreement(s). Moreover, if the initial term of this Contract is twelve (12) months or less, the term may be extended for a term of up to twenty-four (24) additional months or, if the initial term of this Contract is between 12 and 24 months, the term may be extended for a term of up to twelve (12) additional months, by the mutual, written consent of both parties, at a Contract Price to be agreed upon by the Parties, memorialized in a supplemental Confirmation Agreement and established in accordance with applicable law. Any such extension(s) shall be executed no less than thirty (30) days before the termination date. If no such extension is executed the Contract shall termination at the end of its initial term and Supplier shall initiate a drop of accounts to be effective at the end of the initial term.

3. **Quantity:** Supplier shall tender for delivery to Customer, and Customer must accept for receipt from Supplier, the Customer's full Gas Supply Service requirements, for the accounts listed on the Confirmation Agreement(s).

4. **Contract Price:** For each Therm of natural gas delivered to and measured at the Customer meter, Customer shall pay Supplier the Contract Price specified in Supplier's Bid submitted in response to the Request for Bids and memorialized in the Confirmation Agreement attached hereto. The Contract Price includes all charges, fees and taxes that are imposed on the natural gas prior to its delivery to Customer's LDC, and shall also include the Administrative Fee. The Contract Price shall be the sum of the Fixed Upcharge for the pricing product and contract term awarded as indicated in the Confirmation Agreement, plus the Commodity Price. Customer shall retain the right to Hedge commodity prices. Unless otherwise specified in the Confirmation Agreement, all taxes applicable to natural gas for which the taxable incident arises upon or after the Delivery Point, including but not limited to sales, use, transfer, gross receipts or energy taxes will also be included in the Contract Price.

5. **Adjustments to Contract Price:** An adjustment to the Contract Price shall be permitted under the following circumstances:

a) A legislated change in the current 7% State Sales and Use Tax ("SUT"), in which case the price adjustment shall reflect the difference between newly-enacted SUT rate and the 7% SUT rate in effect at the time Supplier submitted its Bid. ;

b) Applicable to the 25% Volume Tolerance Pricing Product only, in the event of a change of greater than 25% in the aggregate monthly Therm usage of the Customer accounts receiving service under the Agreement, in which case Seller may adjust the price to reflect the incremental cost of purchasing gas supply in excess of the 125% bandwidth at market, or any incremental loss incurred by Supplier in re-selling unused gas supply below the 75% bandwidth at market; or

c) A change in law implemented after the date hereof that has a material impact on the cost to Gas Supply Service providers and Basic Gas Supply Service suppliers of providing Gas Supply Service to retail customers in the applicable LDC service territory in which Customer's accounts are located. For this purpose a material impact shall be an increase in cost of no less than \$0.0005/Therm. In such instance Supplier may adjust the Contract Price by a percentage amount up to the percentage change in Supplier's direct total cost to provide Gas Supply Service to Customer directly caused by the change in law.

d) Supplier shall, upon request of Customer or its designated agent, provide reasonable documentation to support adjustments to the Contract Price implemented pursuant to this Section 5 of the Agreement.

6. **Title, Possession and Control:** Supplier shall deliver Customer's Gas Supply Service requirements to a "Delivery Point". The Delivery Point shall be on the LDC transmission system and will be determined by Supplier at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for obtaining delivery service to its facility from the Delivery Point under the applicable NJBPU-regulated tariffs of Customer's LDC. Customer is responsible for all distribution and service charges imposed by Customer's LDC relative to the delivery of natural gas to Customer's facility. Customer shall be responsible for, and shall cooperate with Supplier in obtaining from its LDC metering and historical load information reasonably necessary to record values of consumed Therms on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality of the Gas Supply Service provided by the LDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's LDC for failing to deliver Customer's Gas Supply Service requirements to the Delivery Point on the LDC transmission system.

8. **Billing and Payment:** During the term of this Contract, Supplier shall bill Customer on a monthly basis based on the prior month's delivery of natural gas. The monthly billing periods shall correspond to the meter read dates of Customer's LDC. All amounts due hereunder shall be paid within forty-five (45) days of the date of the invoice except, in the event that Customer is billed through the LDC's consolidated billing program, payment is due in accordance with the EDC's rules. Seller may assess late fees on payments received after the due date, at a rate not to exceed 1% per month. If an amount due is not received from Customer when due, Supplier may issue written notice to

Customer, and Customer shall have a five (5) business days cure period from date of receipt of such notice. Upon completion of the 5 business day cure period, if payment of overdue amounts is not made by Customer, Supplier may suspend deliveries, terminate this agreement, and liquidate any gas supply purchased for delivery to Customer during future periods. Notwithstanding the foregoing, deliveries shall not be curtailed and interest shall not be accrued, and the Agreement shall not be terminated, where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount. Customer agrees to reimburse Supplier for all reasonable cost that Supplier incurs, including reasonable attorneys' fees, in any attempt to collect undisputed past due amounts from Customer.

9. **Credit:** If, at any time, Customer does not meet Supplier's commercially reasonable creditworthiness standards, Supplier may require Customer to provide credit assurance in a form and amount reasonably acceptable to Supplier, such as a letter of credit, third-party guarantee, deposit or prepayment.

10. **Force Majeure:** Neither Party shall be liable for failure of performance due to causes beyond its reasonable control (force majeure), such as: failure of the interstate pipeline system or LDC distribution facilities; acts of God; fire; civil disturbances; terrorist acts or threats; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). A Party claiming inability to perform due to force majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Economic hardship, including, without limitation, Supplier's ability to sell natural gas supply at a higher or more advantageous price than the Contract Price or Customer's ability to purchase natural gas supply at a lower or more advantageous price than the Contract Price, shall not excuse a party's obligation to perform under this Contract. A Force Majeure does not excuse obligations to pay for Gas Supply Service that has been delivered to and consumed by Customer.

11. **Failure to Deliver/Accept - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligations, including to tender for delivery (in the case of Supplier) or accept gas supply for delivery (in the case of Customer), the other Party's exclusive remedy shall be, subject to written notice and a five business day cure period, a) in the case of Supplier failure to perform, the positive difference, if any, between the price Customer, acting in a commercially reasonable manner, paid for replacement supplies, including administrative fees, brokerage fees and other similar costs, and the Contract Price, multiplied by the quantity of natural gas Supplier failed to deliver; or b) in the case of Customer's failure, the positive difference, if any, between the Contract Price and the price Supplier, acting in a commercially reasonable manner, obtained from a replacement market, multiplied by the quantity of natural gas not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract Price times the quantity of natural gas for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s). In calculating damages owed under this Section, Supplier shall net or aggregate, as appropriate: (i) any and all amounts owing between the parties under the Contract; (ii) any amount owed to Customer against any margin or other collateral provided by Customer and held by Supplier relating to the Contract; and (iii) any amount payable to Customer against any amount(s) payable by the Customer to Supplier under any other agreement or arrangement between the parties, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other.

LIMITATION OF DAMAGES: IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. **Bankruptcy:** The Parties specifically agree that this Contract and all Transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

13. **Notices:** Notice(s) required hereunder shall be deemed properly made if telecopied, delivered personally or sent by regular or certified mail to the following addresses or facsimile.

Customer Representative:

Stacy Garvey
School Business Administrator
Midland Park Bd of Ed
250 Prospect Avenue
Midland Park NJ 07432

Supplier Representative:

Ms. Victoria Marchese
Commercial Account Manager
South Jersey Energy Company
One North White Horse Pike
PO Box 152
Hammonton, NJ 08087
(609) 568-9028, Ext. 6988

14. **Miscellaneous:** This Contract shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law or equity with respect to this Contract shall only be filed in the Superior Court of New Jersey, regardless of federal question, citizenship or amount in controversy. Venue shall be laid in the county of the Customer. Prior to the institution of such action, the parties shall agree to the Alternate Dispute Resolution procedure of mediation under the auspices of the American Arbitration Association, or such other agency upon which the parties may agree. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, however, that (i) Supplier may, without the consent of Customer, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, and (ii) either party may, upon notice to the other, transfer or assign this Contract to an affiliate, which affiliate's creditworthiness is comparable to or higher than that of such party, or transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of such party.

EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURAL GAS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING HERETO.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

CUSTOMER: Midland Park Bd of Ed

SUPPLIER: South Jersey Energy Company

BY: Stacy Garvey

BY: _____

TITLE: School Business Administrator

TITLE: _____

DATE: 4/29/14

DATE: _____



March 5, 2014

Nancy DeRitter
PTA Midland Park High School
250 Prospect Street
Midland Park, New Jersey 07432

Dear Nancy DeRitter,

We are so excited that **PTA Midland Park High School** has accepted our Whole Kids Foundation School Garden Grant! Please find the enclosed check of \$2,000 to be used at **Midland Park Junior/Senior High School**.

Enclosed you will find a resource binder and fun goodies for your garden and from our partners! The resource binder includes:

- Grant guidelines, including reporting requirements
- Information on Whole Kids Foundation programs and our program partners
- A selection of our favorite garden resources
- Exciting tools for incorporating the garden into the community and classroom!

We want to hear from you and hear about the success of your school garden! We will send a required a Progress Report in the Winter of 2015, but you are always welcome to share updates and photos to gardens@wholekidsfoundation.org.

Congratulations, again! We look forward to keeping in touch with additional information and resources. In the meantime, please join our community either on Facebook, Twitter, or via our e-newsletter.

Thank you for all that you do to garden with your students!

Sincerely,

A handwritten signature in cursive script that reads "Kim Herrington".

Kim Herrington
Programs Director

A handwritten signature in cursive script that reads "T. Pirkel".

Tristana Pirkel
School Programs Specialist





USDOE Blue Ribbon School of Excellence
NJDOE Star School

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey 07432

*Godwin School
Highland School
Midland Park High School*

ORDER OF BUSINESS FOR MAY 27, 2014 PUBLIC MEETING

District policy states that anyone wishing to speak on an agenda item prior to its vote by the full Board will have an opportunity to do so without prior notice.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETING ACT STATEMENT

“Adequate notice of this meeting was provided as specified in the Open Meeting Act. Notices of this Meeting were sent to the HERALD-NEWS, RECORD, RIDGEWOOD NEWS, and to the Midland Park Borough Clerk for the 2014 elective year. A notice was also posted inside the office of the Midland Park Board of Education in a place reserved for such announcements. The Board announces that under its long-standing policy, it will not discuss in public any comments made by members of the public concerning individual staff members. In addition, all questions must be presented to the Board of Education during the public session and prior to the adjournment of the meeting.”

ROLL CALL

BOARD SECRETARY'S REPORT

PRESIDENT'S REPORT

Mission Statement

The Midland Park School District as part of a strong, dedicated community, provides students with a comprehensive, adaptive education in a positive environment by maximizing all resources and empowering them to realize their individual worth and responsibility with the expectation that all students achieve the New Jersey Core Curriculum Content Standards at all grade levels.

SUPERINTENDENT'S REPORT

Open to the Public:

To discuss action items on the Agenda.

BOARD MOTIONS

1. Approve the minutes of the following regularly scheduled public meeting held on April 29, 2014.

A. Personnel – (M. Cirasella)

APPENDIX

Board resolutions related to hiring for the 2013-2014 and 2014-2015 school years will be on an emergency basis, pursuant to N.J.S.A. 18A:6-7.1, N.J.S.A. 18A:39-17 and/or N.J.S.A. 18A:6-4.13, as applicable.

1. Approve the reappointment of Dr. Everett Schlam, School Physician, for the 2014-2015 school year. His yearly rate will be \$4,500.
2. Approve the non-tenured reappointment of Scott Collins as the Buildings & Grounds Supervisor for the 2014-2015 school year (salary to be determined pending completion of negotiations).
3. Approve the non-tenured reappointment of Eurico Antunes as the District Technology & Data Coordinator for the 2014-2015 school year (salary to be determined pending completion of negotiations).
4. Approve the non-tenured reappointment of Ristem Sela as the Computer Technician for the 2014-2015 school year (salary to be determined pending completion of negotiations).
5. Approve the non-tenured reappointment of Jay Esposito as the Media Technician at the high school. He will work 25 hours per week, (salary to be determined, pending completion of MPEA negotiations), effective September 1, 2014 through the last day of school, as per the approved calendar.
6. Approve the first tenured appointment of the following Confidential Secretary for the 2014-2015 school year (salary to be determined pending completion of negotiations):

Susan Schlosser, Secretary to the Director of Curriculum, Instruction & Assessment

7. Approve the reappointment of the following tenured Confidential Secretaries, for the 2014-2015 school year (salaries to be determined pending completion of negotiations):

Anne Schaper, Secretary to the Superintendent of Schools
Barbara Pierro, Secretary to the Business Administrator

8. Approve the tenured reappointment of all Clerk/Secretaries for the 2014-2015 school year, (salaries to be determined pending completion of negotiations) as per the attached appendix.

A-8

9. Approve the non-tenured reappointment of all Instructional Aides for the 2014-2015 school year, (salaries to be determined pending completion of negotiations) as per the attached appendix. *(Still under review)*

10. Approve the reappointment of all non-tenured full-time Custodial/Maintenance personnel for the 2014-2015 school year, (salaries to be determined pending completion of negotiations) as per the attached appendix. *(Still under review)*

11. Approve the non-aligned salary schedule for the 2014-2015 school year, as per the attached appendix.

A-11

12. Approve the reappointment of all non-aligned staff for the 2014-2015 school year, as per the attached appendix. *(Still under review)*

13. Approve the appointment of Thomas Treta as a part-time Maintenance worker. He will be paid at the approved hourly rate, effective July 1, 2014 through June 30, 2015.

14. Approve the following appointments as summer Custodial/Maintenance workers. They will be paid at the approved hourly rate, effective July 1, 2014 through August 29, 2014: *(Still under review)*

15. Approve the appointment of the following summer Custodial substitute workers. They will be paid at the approved hourly rate, effective July 1, 2014 through August 29, 2014: *(Still under review)*

16. Approve the appointment of the following part-time Custodians. They will be paid at the approved hourly rate, effective July 1, 2014 through August 29, 2014: *(Still under review)*

17. Approve the appointment of the following part-time summer Bus Drivers. They will be paid at the approved hourly rate, effective July 1, 2014 through August 29, 2014:

Elizabeth Gibson
Rafik Saad
Margaret Soto

18. Approve the appointment of the following part-time summer Bus Aides. They will be paid at the approved hourly rate, effective July 1, 2014 through August 29, 2014:

Alberta Dykstra
Louis Pellegrino
Russell Quinn
Laura Vierheilig

B. Finance Committee – (R. Schiffer, Chairperson)

1. Approve the following resolution:

RESOLVED: That pursuant to N.J.A.C. 6:20-2.13(e), we certify that as of April 30, 2014, after review of the Secretary's monthly financial report (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 for the remainder of the fiscal year, subject to the conditions of P.L. 1701.

2. Approve the following block motion:

- a. April 2014 Continuing Education claims in the amount of \$68,758.85.
- b. April 2014 cafeteria claims in the amount of \$31,511.33.
- c. May 2014 claims in the amount of \$356,981.57.

3. Approve the following block motion:

- a. Second April 2014 payroll in the amount of \$523,678.09.
- b. First May 2014 payroll in the amount of \$

4. Approve the April 2014 direct pays in the amount of \$310,521.91.

5. Approve the financial reports of the Board Secretary, according to prescribed accounting procedures, for the period April 1-30, 2014, which are attached as an appendix.

B-5

6. Approve the transfers between accounts for the period April 1-30, 2014, which are attached as an appendix.

B-6

7. Approve the schedule of tax payment requests from the Borough of Midland Park for the 2014-2015 school year.

8. Approve the use of Degler-Whiting, Inc. for the installation of bleachers at the Midland Park Jr./Sr. High School through the HCESC Co-op Contract #147.

9. Approve the 2014-2015 Cafeteria Prices, which are attached as an appendix.

B-9

10. Approve the decommissioning of the Story & Clark piano S/N#392309, Green ID Tag #3103 in the Highland School Music Room

11. Approve a resolution requesting the State of New Jersey for full compensation for new State mandates, especially for increased minimum observations of teachers, Danielson training (TEACHSCAPE), tracking and supplies, which is attached as an appendix.

B-11

C. Curriculum Committee – (S. Criscenzo, Chairperson)

1. Approve the following staff members requesting workshop attendance (support material attached):

Name	Workshop	Location	Cost	Date
Stacy Garvey	Annual NJASBO Conference	Atlantic City, NJ	\$750.00	June 4-6, 2014
Magdalene Ptak	Spanish Language & Culture	New Brunswick, NJ	\$1,122.44	July 28-31, 2014

4. Approve the proposed overnight trip for the Marching Band to the New York State Field Band Championships at Carrier Dome, Syracuse, NY from October 24 – 27, 2014.
5. Approve the recommendation of the Interim Director of Special Services for the special education placements and transportation for the summer of 2014, which is attached as an appendix. (Still under review)

D. Policy Committee – (T. Thomas, Chairperson)

E. Legislative Committee – (J. Canellas, Chairperson)

F. Buildings & Grounds Committee – (R. Formicola, Chairperson)

G. Negotiations Committee - (B. McCourt, Chairperson)

H. Public Relations Committee – (P. Triolo, Chairperson)

I. Personnel Committee – (W. Sullivan, Chairperson)

J. Liaison Committee

High School PTA - (S. Criscenzo)

Elementary School PTA- (P. Triolo)

Booster Club – (T. Thomas)

Performing Arts Parents – (J. Canellas)

Special Education – (M. Thomas)

Education Foundation – (R. Formicola)

Board of Recreation – (B. McCourt)

Continuing Education Program – (R. Schiffer)

Student Representative to the Board – ()

Borough Town Council – (M. Thomas & J. Canellas)

Ad Hoc – (W. Sullivan)

K. Old Business

L. New Business

Motion to go into closed session before the meeting of June 3, 2014, for the purpose of personnel, negotiations and confidential student and association matters.

Open to the Public

Motion to Adjourn

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, NJ

Appendix A-8
May 27, 2014

Tenured Secretaries/Clerks 2014-2015

Name

Carol Berninger +
Trina Bradley .9
Michele Callesano +
JoAnn Francolino .7 +
Diane Ilovar +
Marie Pantina
Eileen Pomianek +
Barbara Rasmussen +
Diane Rebholz .8 +
Laura Rosini +
Carol Weaver +

+ longevity

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

Appendix A-11
May 27, 2014

NON-ALIGNED RATES 2014-2015 HOURLY/MONTHLY

BUILDING AIDE --- LEVEL 1	\$13.90
BUILDING AIDE ---- LEVEL 2	\$16.65
BUILDING AIDE IN CHARGE	\$18.75
BUILDING SECURITY AIDE	\$18.75
SUB BUILDING AIDE	\$12.55

HEALTH AIDE	\$29.25
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BUS AIDE	\$13.90
SUB BUS AIDE	\$12.55

BUS DRIVER – P.T.	\$19.45
BUS DRIVER – F.T.	\$24.55
SUB BUS DRIVER	\$18.75

CUSTODIAN – P.T.	\$17.05
SUB CUSTODIAN	\$13.40

SUMMER HELP (ALL)	\$13.30
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SUB SECRETARY/ SUB INSTRUCTIONAL AIDE	\$13.00
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SUBSTITUTE CALLER	\$370.40--- a month
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PRICE LIST

MIDLAND PARK SCHOOL DISTRICT

APPENDIX - B-9
MAY 27, 2014

APPROVED BY: [Signature]

DATE: 4/1/14

2014 - 2015

ELEMENTARY SCHOOL STUDENT PRICE LIST

Student Lunch.....\$ 2.352.45
Reduced Lunch40
Faculty Lunch 3.85

Any 2nd Entrée with a Complete Lunch Purchase.....\$1.701.80

SNACKS:

Farm Stand Sides.....80
Baked Snacks/Chips 65.75
Reduced Fat Ice Cream 1.00
Hot Pretzel 1.00

BEVERAGES:

Milk, Assorted..... 55.60
Fruit Juice, 4 oz.....60.65
Poland Spring Water 1.00

APPROVED BY:

DATE:

MIDLAND PARK HIGH SCHOOL

2014 - 2015



POMPTONIAN
FOOD SERVICE

APPENDIX - B-9
MAY 27, 2014

STUDENT PRICE LIST

H.S. Student Lunch.....	\$2.85
H.S. Student Premium Lunch	3.40 <u>3.50</u>
Student Reduced Lunch40
H.S Student Breakfast	2.00
Student Reduced Breakfast30
Faculty Lunch	3.85
Faculty Premium Lunch	4.35 <u>4.50</u>
Faculty Breakfast	2.50



A LA CARTE:

Any 2 nd Entrée w/ Complete Lunch Purchase....	1.70 <u>1.80</u>
All Lunch Entree & Bread.....	2.55
Pizza Parlor Pizza	2.35



SOLAR GRILL:

Baked French Fries	1.35 <u>1.40</u>
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CUTTING EDGE DELI:

Made to Order Deli Fresh Sandwich on Assorted Bread, Roll or Wrap as a complete lunch or a la carte	2.85
Boars Head Premium Deli Lunch or a la Carte	3.40 <u>3.50</u>



GARDEN BURST:

Complete Salad Lunches w/Bread or Crackers & Milk	2.85
Premium Salad	3.40 <u>3.50</u>



SNACK AVALANCHE:

Fresh Baked Cookie.....	.50
Baked Snack/Chips.....	.65 <u>.75</u>
Poptart, Whole Grain.....	1.00
Soft Jumbo Pretzel	1.30 <u>1.35</u>
Fresh Fruit.....	.80
Fresh Fruit Cup (Gourmet).....	1.50 <u>1.60</u>
Yogurt, 6 oz.	1.30
Fresh Fruit and Yogurt Parfait	2.50
Crudite Cup w/Light Ranch Dip.....	1.50

BEVERAGES:

Milk (1%, Skim, Low Fat Chocolate).....	.55 <u>.60</u>
Pure Fruit Juice, 4 oz.....	.60 <u>.65</u>
Poland Spring Water, 16.9 oz	1.00
Beverage Can	1.25
100% Minute Maid Juice.....	1.40
Vitamin Water	2.00
Faculty Coffee/Tea 8 oz.....	1.00 <u>1.10</u>

BREAKFAST

Breakfast Entrée.....	1.75
Bagel w/Butter	1.40 <u>1.50</u>
Bagel w/Cream Cheese	1.65 <u>1.70</u>
Cereal w/Milk	1.65 <u>1.70</u>