

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

Vice President called the meeting to order at 7:06PM and roll call taken as follows:

PRESENT: Messrs Anderson, Bartletta, Gerbasio, Lewis, McStowe, Ms. O'Connell, and Mrs. Pantoliano

ABSENT: Mrs. D'Addetta and Mr. Riebesell

Vice President Lewis declared a quorum present

Also present: Robert Presuto, CSA  
Kristin Kosky, BA/BS  
Francelis De Oca Montes  
Stephen Fogarty, Esq.

Vice President Lewis, asked everyone to rise and join in the salute to the flag.

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

### RESOLUTION

**INTRODUCED BY:** Mr. Anderson

**SECONDED BY:** Mr. Gerbasio

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Secaucus Board of Education went into Executive Session at 5:00PM in order to discuss personnel.

Board Members present unanimously adopted the foregoing Resolution.

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

Motion by Mr. Gerbasio, seconded by Mrs. O'Connell, and adopted by board members present to accept and approve the October 16, 2014 board meeting minutes. Note: Mr. McStowe correcting his vote on Resolution R1.17 to a vote of No and Mr. Lewis to a vote of Yes. Motion by Mr. Gerbasio to accept corrections and adopted by a roll call vote.

**Organization Reports:**

Robert Valente reported on Middle School activities including fall sports, announcing a Pep Rally/Fundraiser on November 21, 2014 for the 7-8 grade boys Town Recreation Football. For the first time, the teams are in the finals and raising funds to go to Virginia for the Championship. Also the middle school/high schools are participating in a trial of utilizing a composter for food to be discarded from lunch.

Steve Viggiani reported on the numerous fund raising events taking place at Clarendon School, including Food Drive, Pasta for \$.1, Turret's Syndrome, and St. Jude's Mathathon. The Clarendon newspaper is almost ready for print. Third graders are presently participating in

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

Filling the Bucket, whereas if someone does a kind deed their name goes into the bucket and encourage to pass it on.

Linda Wilhelm read a letter from Anna Leppin, SGO advisor, of all events and fund raising activities which have taken place since the last board meeting; including participating in a celebration by the third graders of Dwali. Mrs. Wilhelm also reported on a new activity "Grandparent Picture Day" which was accepted, and anticipates that in the future will be very successful. In addition, Mrs. Wilhelm read the following statement:

[“At this time, I would like to address some concerns that have been the focus of much discussion from our community. From the first day of school, when our kindergarten students begin their formal years of education, my message to the parents and guardians has always been...My Door is always open, please come in if you have any concerns. At Back to School in September, I address the audience with the same message, come in, contact me if there are concerns and I will always make time for anyone. The message is there, contact me always!.

We live in a world that is at times, defined by social media and at times, a forum for what appears to be misinformation and details that are somewhat incomplete and misconstrued. On many occasions, I have to address social media discrepancies because it is easier to post then come in and talk. The teachers and the entire staff in Huber Street School deserve a chance to communicate when needed if there are issues. The teachers & the staff in this school and all our schools are extraordinary in every sense of the word. They became teachers because they love children, and want to be a partner, with the parents & guardians, in a child's education. They are truly devoted to their students each year when September begins.

My staff and I cannot accomplish what we are committed to do if we find ourselves second guessing what we do each day. I tell my students each day to respect one another, workout your difference if there is a conflict, use your words to resolve and let's move on with a smile and a handshake. I would ask the same from our community, let's work it out.

It is vital to keep the doors to communication open and I will continue to work each day to insure that parents & guardians are our partners in their child's education. On November 24<sup>th</sup> from 9AM to 11AM, I will be hosting a Breakfast with the Principal. There will be a presentation about our assessment scores, a presentation from Dr. Tufaro on his latest report about our students success through their education and our programs at Huber Street and much more. The response is remarkable, 120 parents & guardians will be in attendance. I invite the Board to join me for this informative meeting. Thank you.”]

JSSA, Karishma Vaswani and Vinit Parikh reported to the Board various activities JSA participated including fund raiser for the Philippines and a recent appearance at the Town Council Meeting. On November 1<sup>st</sup>, the first mini conference was held at Secaucus High Schools, with 60 participants including alumni Amanda Nesheiwat, Environmental Coordinator for the Town of Secaucus.

Dr. Robert Berckes just returned from the annual Powder Puff football game and reported that the Juniors/Seniors had beat the Freshman/Sophomores. The Veteran's presentation and assembly was once again a very successful program with the PAC filled to capacity (1000 seats). Spirit Week has officially kicked off with the Powder Puff game and will continue to November 26<sup>th</sup>. Dr. Berckes also reported that during all lunch periods a portion is dedicated to Character Education, which will instill upon the students respect and manners. He also is looking forward to the annual Senior Citizen Breakfast, (sponsored by Natoli's), followed by the Holiday Concert performance.

**Superintendent Report:**

Mr. Presuto presented the Harassment/Intimidation/Bullying (HIB) findings as reported for the period October 17, 2014 through November 19, 2014.

Motion by Mr. McStowe, seconded by Mr. Anderson, and unanimously adopted by Board Members present to accept the HIB report, and are available at the Administrative Offices for review.

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

## S1.1

**RESOLUTION**

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

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED**, that the Secaucus Board of Education authorize the submission by the Superintendent, Robert Presuto, to submit to the County Superintendent, his Merit Goals for school year 2014-2015 for review.

The foregoing resolution was unanimously adopted by a roll call vote.

Mr. Presuto proceeded to inform those in attendance of some other events/issues within the district since his last report; namely the water main break at Clarendon School. He explained that the students had to be dismissed early due to the problem. Thanking Sal Cioffi and his custodian staff, he also thanked the office staff for their efficient handling of students, and Debbie Zapoluch for redirecting busses to Clarendon. School resumed the next morning. Mr. Presuto, announced he attended the NJSBA Conference in Atlantic City, and was able to attend several workshops regarding education and to communicate with Superintendent's throughout the state.

Mr. Presuto reminded Mrs. Wilhelm she missed one event held at Huber Street; namely on October 21<sup>st</sup>, Reshad Jennings of the Giants visited Huber Street to kick off a reading challenge to promote literacy education. This challenge will apply to both Huber and Clarendon Students in grades 2-6. The challenge is an incentive based program that is designed to motivate students to read.

Today, Mr. Presuto attended a pre-Thanksgiving Feast at Clarendon with Mrs. Ortiz, Mrs. Falco and Mrs. Bartletta's classes, enjoyed speaking with the students and watching their enjoy themselves. Mr. Presuto wished everyone a Happy Thanksgiving.

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

**Business Administrator/Board Secretary Report:**

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

Mrs. Kosky informed the Board and those in the audience advising that the business office has been diligently processing the employee enrollments to the State Benefit Programs. In fact employees have already received their benefit cards.

We are progressing in the renovation/addition of the Middle/High School as we are currently in code review. Additional information will be covered in the presentation from the architect. Budget preparation for school year has already begun, having met with the Principals to review the process and provide information to assist them in this presentation.

**Presentation by DiCara/Rubino** – Update on renovations/additions

Mr. Christopher Saunders presented a scale review of the renovations/additions of the Middle/High Schools, provided those in attendance with a perspective from the various angles (east/west etc.).

Mr. Brian Meade, Construction Manager from Legacy Construction, provided a timeline of construction with going out to bid to vendors in December, award of bids in February, breaking of ground in March; with expected completion date of October 2016.

**Presentation of Samuel Klein & Company** – Board of Education Audit

Mr. Michael Mcguire, Auditor from Samuel Klein, informed those in attendance that the audit for school year 2013-2014 was completed, with two findings and recommendations. The complete audit is available at the Administrative Offices.

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

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**Public Agenda Comments:** - None

**Committee Reports and New Business**

**1. School Government**

**R1.1**

**RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does here by appoint as recommended by the Superintendent, Brittany E. Kramer, Long Term Leave Replacement Elementary Special Education Resource Room Teacher, Huber Street (Mary-Cate Binetti replacement), from December 1, 2014 through March 13, 2015 at Huber Street School on BA Step 1 \$57,484, account number 11-213-100-101-00-13

Resource Room Teacher, Huber Street (Mary-Cate Binetti replacement), from December 1, 2014 through March 13, 2015 at Huber Street School on BA Step 1 \$57,484, account number 11-213-100-101-00-13

**R1.2**

**RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does here by appoint as recommended by the Superintendent, Stephanie L. Ramos, Elementary Third Grade Teacher, Clarendon (Theresa Mongiello replacement) effective December 8, 2014,

**R1.3**

**RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does here by approves to appoint as recommended by the Superintendent, the following Substitute Teachers for the 2014-2015 school year:

- Charles K. Nesheiwat - Substitute Certificate \$75/day
- Jacqueline McCaffery - Substitute Certificate \$75/day
- Briana Parrella - Substitute Certificate \$75/day
- Scarlet Benavente-Sayani - Substitute Certificate \$75/day
- Leah Wang - Substitute Certificate \$75/day

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**R1.4****RESOLUTION**

**INTRODUCED BY:** John McStowe

**SECONDED BY:** Robert Anderson

**BE IT RESOLVED:** that the Secaucus Board of Education does here approve as recommended by the Superintendent, to extend Aneta J. Kapusnk, High School Social Studies Leave Replacement Teacher, (Louis Giele replacement) through December 18, 2014 (date subject to change) account number 11-140-100-101-000-14

**R1.5****RESOLUTION**

**INTRODUCED BY:** John McStowe

**SECONDED BY:** Robert Anderson

**BE IT RESOLVED:** that the Secaucus Board of Education does here by approve a three (3) year contract and salary increase for Deborah Zapoluch, Transportation Supervisor for FY15 \$76,856.55 retroactive from July 1, 2014 through June 30, 2015.

**R1.6****RESOLUTION**

**INTRODUCED BY:** John McStowe

**SECONDED BY:** Robert Anderson

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve the salary increases for SEA Professional Staff for the 2014-2017 fiscal years; for FY15 salary guide effective November 16, 2014.

**R1.7****RESOLUTION**

**INTRODUCED BY:** John McStowe

**SECONDED BY:** Robert Anderson

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve the increases of Per Diem Bus Drivers an additional 35¢per hour and Per Diem Bus Aides 25¢ per hour for the FY15 effective November 16, 2014

**R1.8****RESOLUTION**

**INTRODUCED BY:** John McStowe

**SECONDED BY:** Robert Anderson

<b>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</b>
--

**BE IT RESOLVED:** that the Secaucus Board of Education does here by appoints as recommended by the Superintendent, the following individuals as Per Diem transportation staff.

- Kathleen Uttariello, Per Diem Bus Driver \$15.35/hour
- Robert Acerra, Per Diem Bus Driver \$15.35/hour

**R1.9**

**RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve the salary increments for the following staff who have acquired advanced degrees and/or additional credits. Salaries will be retroactive to September 1, 2014. (as per FY14 salary guide; compensation from September 1 through November 15)

<b>First Name</b>	<b>Last Name</b>	<b>FY15 Step</b>	<b>FY15 Salary</b>
Fury	Baker	MA 6th Yr Step 7	\$66,108
Mayling	Cardenas	MA +15 Step 7	\$63,463
Nicole	Hernandez	MA +15 Step 6	\$63,059
Amanda	Jones	MA 6th Yr Step 4	\$65,297
Padraig	Mara	MA Step 1	\$60,879
Edward	Roesing	BA +15 Step 2	\$58,534
Krystle	Snarski	BA +15 Step 3	\$58,734
Sean	Sonnett	MA Step 17	\$83,274
Lora	Wegner	MA 6th Yr Step 7	\$66,108

**R1.10**

**RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve to appoint Allan Bonin as mentor to Christina Sielski, novice teacher for the 2014-2015 school year effective October 14, 2014 through February 27, 2015 for \$550 (employee funded and pro-rated for the employment period).

**R1.11**

**RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does here by appoint Santos Smith as a translator for 1 hour per day at High School as per student IEP requirement at \$15.35/hr retroactive October 20, 2014.

**SECAUCUS BOARD OF EDUCATION  
BOARD MEETING REGULAR MINUTES  
DATED NOVEMBER 20, 2014**

**R1.12****RESOLUTION****INTRODUCED BY: John McStowe****SECONDED BY: Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does here by appoint as recommended by the Superintendent, the following individuals to extra-curricular positions for the 2014-2015 school year.

<b>Name</b>	<b>Extra Curricular</b>	<b>School</b>	<b>Stipend</b>
Diane Quail	Challenge Club	High School	\$800 per session retroactive 9/19/2014
Amanda De Angelo	National English Honor Society	High School	\$1,500

**R1.13****RESOLUTION****INTRODUCED BY: John McStowe****SECONDED BY: Robert Anderson**

**BE IT RESOLVED:** that the Secaucus Board of Education does here by appoint as recommended by the Superintendent, the following individuals to co-curricular positions for the 2014-2015 school year.

<b>Name</b>	<b>Co-Curricular Curricular</b>	<b>Activity Location</b>	<b>Stipend</b>
Amber Butler	Basketball – Asst. Coach (Boys)	High School	\$3,590
Keith Schneider	Baseball - Head Coach	High School	\$6,380
Neal Czechowski	Baseball – Asst. Coach	High School	\$3,590
Raphael Pastor	Baseball - Volunteer Asst. Coach	High School	Pro-bono
Amanda Jones	Softball – Head Coach	High School	\$6,380
Stephanie Beatini	Softball – Asst. Coach	High School (external)	\$3,590
Krystal Snarski	Softball – Asst. Coach	High School	\$3,590
Bayu Sutrisno	Track & Field – Head Coach	High School (external)	\$5,680
Michael Vitulano	Track & Field – Asst. Coach	High School	\$3,140
Janet Regensburg	Track & Field – Asst. Coach Split	High School	\$1,570
Pasquale Cocucci	Track & Field – Asst. Coach Split	Middle School	\$1,570
Mark Schroback	Tennis – Head Coach (Boys)	Middle School(External)	\$5,180
Ron Mroz	Tennis – Asst. Coach (Boys)	Middle School	\$2,890
David Segro	Track & Field Coach (Middle School)	Middle School	\$2,700
Christine Candela	Track & Field Coach (Middle School)	Middle School	\$2,700
Michael Vitulano	Weight Room Supervisor	High School	\$ 15/hr
David Segro	Weight Room Supervisor	High School	\$ 15/hr
Edward Roesing	Weight Room Supervisor	High School	\$ 15/hr

**R1.14****RESOLUTION****INTRODUCED BY: John McStowe****SECONDED BY: Robert Anderson**

<p><b>SECAUCUS BOARD OF EDUCATION</b>  <b>BOARD MEETING REGULAR MINUTES</b>  <b>DATED NOVEMBER 20, 2014</b></p>
---

**BE IT RESOLVED:** to rescind resolution R1.1 from the July 17, 2014 board meeting appointing the following teachers from BA Step 1 at \$57,184 and appoint them to BA Step 2 at \$57,384 retroactive to September 1, 2014 through November 15, 2014.

- Stephanie Forgacz
- Danielle L. Giunta (Holland)

**R1.15**

**RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED:** to rescind resolution R1.3 dated July 17, 2014 board meeting appointing Rebecca Zelkowitz from MA Step 1 at \$60,879 and appoint her to MA Step 2 at \$61,079 retroactive to September 1, 2014 through November 15, 2014.

**R1.16**

**RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED,** that the Secaucus Board of Education hereby approve medical leaves for the following:

<b>Name</b>	<b>Position</b>	<b>School</b>	<b>From</b>	<b>To</b>
Annette Homenik	Language Teacher	Middle/High	11/10/14	01/30/15
Kerri Stamm	Sixth Grade Teacher	Huber Street	11/21/14	1/19/15
Vincent Gulino	Custodian	Clarendon	11/14/14	12/14/14
Louis Giele	Social Studies	High School	12/1/14	01/30/15

**R1.17**

**RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED,** that the Secaucus Board of Education hereby accepts, with regret, letter of retirement from Sharon Dellafave and Louis Giele, effective December 31, 2014 and January 30, 2015 respectively.

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**R1.18****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby accepts the letter of resignation of Theresa Mongiello, as Clarendon School Safety Patrol effective December 8, 2014

**R1.19****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby rescinds resolution R1.18 dated August 21, 2014 board meeting appointing Michele Martinelli-Wurst, Gifted & Talented Coordinator for the 2014-2015 school year at Step 2 \$8,250 approval to appointed Martinelli-Wurst Gifted & Talented Coordinator for the 2014-2015 school year at Step 3 \$9,000 of the coordinator salary guide.

**R1.20****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED**, rescind resolution R1.5 dated July 17, 2014 board meeting appointing Jonathan Mimmo to Long Term Maternity Leave Replacement School Psychologist (Zahava Pianko), Middle School & Huber Street School effective September 1, 2014 through October 17, 2014.

**R1.21****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby rescinds resolution R1.3 on the October 15, 2014 board meeting appointing Barbara Bivin – Elementary Environmental Chaperone at \$450; and correct and appoint her for school nurse activities for- Elementary Environmental Trip at \$1,100 as per SEA contract.

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**R1.22****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**WHEREAS**, the Secaucus Board of Education (hereinafter referred to as the “Board”) and the Secaucus Education Administrators Association (hereinafter referred to as the “Directors”) and the have negotiated a successor Memorandum of Agreement for the 2014-2015, 2015-2016 and 2016-2017 school years (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the Association has, by a majority vote of its membership, ratified the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby ratifies and approves the terms of the Agreement for the 2014-2015, 2015-2016 and 2016-2017 school years, which is attached to this Resolution and made a part hereof; and

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Board President and the Business Administrator/Board Secretary to execute on behalf of the Board, the Agreement by and between the Board and the Associations.

**R1.23****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**WHEREAS**, the Secaucus Board of Education (hereinafter referred to as the “Board”) and the Secaucus Education Administrators Association (hereinafter referred to as the “Administrators”) and the have negotiated a successor Memorandum of Agreement for the 2014-2015, 2015-2016 and 2016-2017 school years (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the Association has, by a majority vote of its membership, ratified the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby ratifies and approves the terms of the Agreement for the 2014-2015, 2015-2016 and 2016-2017 school years, which is attached to this Resolution and made a part hereof; and

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Board President and the Business Administrator/Board Secretary to execute on behalf of the Board, the Agreement by and between the Board and the Associations.

**R1.24****RESOLUTION**

**INTRODUCED BY:**           **John McStowe**

**SECONDED BY:**           **Robert Anderson**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby approves the job description for Supervisor of Social Studies and World Language

<b>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</b>
--

**R1.25****RESOLUTION**

**INTRODUCED BY:**                 **John McStowe**

**SECONDED BY:**                 **Robert Anderson**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby rescinds R1.15 dated August 21, 2014 concerning the appointment of Walter Durham as per diem Security Guard.

**M1.1** Motion by Mr. McStowe, seconded by Mr. Anderson to post for the following:

- H.S. English Teacher (Sharon Dellafave replacement)
- H.S. Social Studies Teacher, (Louis Giele replacement)
- Supervisor of Social Studies and World Language
- School Bus Drivers (including advertisement in Home News & Jersey Journal& online)
- Safety Patrol at Clarendon School (Theresa Mongiello replacement) pro-rated based on date of appointment.

**M1.2** Motion by Mr. McStowe, seconded by Mr. Anderson to accept, with regret, letter of retirement from Annette Homenik, effective January 31, 2015.

**M1.3** Motion by Mr. McStowe, seconded by Mr. Anderson, to post for replacement Language Teacher, Middle/High School replacement for Annette Homenik.

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

	Yes	No	Abstain	Absent
Robert Anderson	X			
Lance Bartletta	X		1.6 & 1.16	
Kelli D'Addetta				X
John Gerbasio	X			
Joseph Lewis	X			
John McStowe	X	R1.19		
Kathy O'Connell	X			
Ruby Pantoliano	X			
Gary Riebesell, President				X

**2. Curriculum****R2.1****RESOLUTION**

**INTRODUCED BY:**                 **Robert Anderson**

**SECONDED BY:**                 **John Gerbasio**

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

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**R2.2****RESOLUTION**

**INTRODUCED BY:** Robert Anderson

**SECONDED BY:** John Gerbasio

**BE IT RESOLVED:** that the Secaucus Board of Education does hereby approve to add a Special Education LLD self-contained class at the Middle School and gives approval to change the use of the space from an office to a classroom.

**R2.3****RESOLUTION**

**INTRODUCED BY:** Robert Anderson

**SECONDED BY:** John Gerbasio

**BE IT RESOLVED,** that the Secaucus Board of Education hereby approves to accept the revised Pre K Unit Plan.

**R2.4****RESOLUTION**

**INTRODUCED BY:** Robert Anderson

**SECONDED BY:** John Gerbasio

**BE IT RESOLVED,** that the Secaucus Board of Education hereby approves the Secaucus District Nursing Plan as submitted to the County Executive.

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

	Yes	No	Abstain	Absent
Robert Anderson	X			
Lance Bartletta	X			
Kelli D'Addetta				X
John Gerbasio	X			
Joseph Lewis	X			
John McStowe	X			
Kathy O'Connell	X			
Ruby Pantoliano	X			
Gary Riebesell, President				X

**3. Finance****R3.1****RESOLUTION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

**SECAUCUS BOARD OF EDUCATION  
BOARD MEETING REGULAR MINUTES  
DATED NOVEMBER 20, 2014**

**BE IT RESOLVED:** that the Board of Education approve the check register, as submitted by the Business Administrator/Board Secretary to pay bills and claims in the amount of \$2,711,528.01.

**R3.2**

**RESOLUTION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

**BE IT RESOLVED:** the Report of Transfers submitted by the Business Administrator/Board Secretary for the month of October 2014 within the various appropriations for the 2014-2015 school year as shown on the annexed report.

**R3.3**

**RESOLUTION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

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

**R3.4**

**RESOLUTION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

**BE IT RESOLVED,** that the Secaucus Board of Education approve, as recommended by Superintendent the following out of district travel as of November 19, 2014:

Employee Name	Date(s) of Event	Title of Event	Location	Registration Fee	Estimated Tolls and Mileage	Total Cost
T. Taveras	12/3/2014	Mean Girls	New Rochelle	\$169.00	Mileage & Tolls round trip	\$182.90
L. Martinez	11/21/2014	SUPA Forensic Science	W.Harrison NY	\$0.00	Mileage & Tolls round trip	\$34.25
S. Smahl	1/30/2015	HIB - Students w/disabilities	New Providence	\$150.00	Mileage & Tolls round trip	\$170.30
A.Greco	12/10/2014	School Law for Administrative Assistants	MUJC	\$100.00	Mileage & Tolls round trip	\$119.80
M.Lamatina	2/24-2/25/14	Kindergarten Conference	Atlantic City	\$236.00	Mileage & Tolls round trip	\$247.15
S.Montone	2/24-2/25/14	Kindergarten Conference	Atlantic City	\$236.00	Mileage & Tolls round trip	\$247.15

SECAUCUS BOARD OF EDUCATION  
BOARD MEETING REGULAR MINUTES  
DATED NOVEMBER 20, 2014

**R3.5**

**RESOLUTION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

**WHEREAS**, N.J.S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System and to enter into cooperative Pricing Agreements for its administration; and

**WHEREAS**, the Hunterdon County Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing system for the purchase of goods and services;

**WHEREAS**, on November 20, 2014, the Secaucus Board of Education, County of Hudson, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision of performance of goods and services;

**NOW, THEREFORE, BE IT RESOLVED** as follows, this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Secaucus Board of Education.

**R3.6**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON,  
NEW JERSEY DIRECTING THE UNDERTAKING OF A  
CONTINUING DISCLOSURE REVIEW AND  
AUTHORIZING PARTICIPATION IN THE  
"MUNICIPALITIES CONTINUING DISCLOSURE  
COOPERATION" INITIATIVE OF THE DIVISION OF  
ENFORCEMENT OF THE U.S. SECURITIES EXCHANGE  
COMMISSION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

**WHEREAS**, the Board of Education of the Town of Secaucus, in the County of Hudson, New Jersey (the "Issuer") has previously issued one or more series of bonds and or notes, including in the past five (5) years pursuant to one or more preliminary and final official statements (collectively, the "Bonds"); and

**WHEREAS**, in connection with the issuance of such Bonds, the Issuer covenanted with Bondholders to provide certain secondary market information on an annual basis to the Nationally Recognized Municipal Securities Information Repositories (pre-2009) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port (2009 to present) ("EMMA"), including, but not limited to, audited financial statements, budgets, other financial and operating data and ratings changes; and

**WHEREAS**, the Securities and Exchange Commission (the "SEC") has recently focused attention on what it alleges is widespread failure of local government issuers across the nation to meet their continuing disclosure obligations and misrepresentation through material misstatements in an official statement (innocently, inadvertently or otherwise) of past compliance with continuing disclosure obligations; and

**WHEREAS**, in an effort to remedy these perceived issues, the SEC has implemented the Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC"), a limited-time program ending at 12:00 a.m. on December 1, 2014, that encourages issuers of municipal bonds, including the Issuer, to self-report possible material misstatements or omissions, made in the past five (5) years in an official statement regarding compliance with prior continuing disclosure obligations; and

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**WHEREAS**, by participating in the MCDC, issuers agree to accept certain non-monetary penalties, in lieu of unknown, and, potentially significant monetary and non-monetary penalties the SEC has threatened on issuers that do not participate in the MCDC, should the SEC determine that an issuer has made material misstatements in an official statement regarding compliance with prior continuing disclosure obligations; and

**WHEREAS**, by participating in the MCDC, issuers agree to accept the following penalties, if imposed by the SEC (i) compliance with a cease and desist order in which the issuer neither admits nor denies the findings of the SEC, (ii) implementation of policies, procedures and training regarding continuing disclosure obligations, (iii) compliance with all existing continuing disclosure undertakings, (iv) cooperation with any further SEC investigation, (v) disclosure of settlement terms in any final official statement issued within five years of the date of institution of the proceedings, and (vi) production to the SEC of a compliance certificate regarding the applicable undertakings on the one year anniversary of the proceedings; and

**WHEREAS**, the Issuer desires to conduct a disclosure review which will (i) summarize the results of the Issuer's prior compliance with its secondary market disclosure obligations and (ii) compare those results to the statements made by the Issuer in its official statements regarding past compliance (the "Disclosure Review"); and

**WHEREAS**, the Issuer further desires to retain the services of disclosure specialist to conduct the Disclosure Review; and

**WHEREAS**, based on the results of the Disclosure Review, and weighing the known, non-monetary penalties that may come through the Issuer's participation in the MCDC versus the unknown, and, by all accounts, potentially significant monetary and non-monetary penalties the SEC has threatened on issuers that do not self-report, the Issuer further desires to delegate to the Chief Financial Officer, in consultation with the Issuer's general counsel, bond counsel, auditor and other finance professionals, the power to prepare and submit all documentation required to enter the Issuer's Bond issues into the MCDC, as necessary;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ISSUER, AS FOLLOWS:**

**Section 1.** The Issuer hereby authorizes completion of the Disclosure Review.

**Section 2.** The Issuer hereby authorizes the Chief Financial Officer to engage the services of a disclosure specialist to complete the Disclosure Review; provided that the award of any contract in connection therewith meets the requirements of Issuer's applicable public contracting laws.

**Section 3.** In the event the Disclosure Review reveals that the Issuer **may** have made a material misstatement regarding the Issuer's compliance with prior continuing disclosure undertakings, the Issuer hereby authorizes and directs the Chief Financial Officer to prepare and submit all documentation necessary to enter the Issuer's applicable Bond issues into the MCDC.

**Section 4.** Any action taken by the Chief Financial Officer, or any other officer of the Issuer, with respect to the Disclosure Review, the engagement of a disclosure specialist and participation in the MCDC is hereby ratified and confirmed.

**Section 5.** This resolution shall take effect immediately.

**R3.7**

**RESOLUTION**

**INTRODUCED BY:** Lance Bartletta

**SECONDED BY:** John Gerbasio

**BE IT RESOLVED**, that the Secaucus Board of Education authorize the Business Administrator/Board Secretary to execute an agreement with Acacia Financial Group, located at 601 Route 73 North, Marlton,

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

NJ 08053, to provide professional services relative to Disclosure Compliance Services with the securities Exchange Commission at a rate of \$150/hour, not to exceed \$1000 for school year 2014-2015.

**R3.8**  
**RESOLUTION OF THE BOARD OF EDUCATION**  
**TOWN OF SECAUCUS, COUNTY OF HUDSON**  
**STATE OF NEW JERSEY**  
ADDENDUM TO THE  
AGREEMENT BETWEEN  
THE SECAUCUS BOARD OF EDUCATION AND  
EPIC EVENTS WEDDING & EVENT GROUP

**INTRODUCED BY:**                    **Lance Bartletta**

**SECONDED BY:**                    **John Gerbasio**

**WHEREAS**, the Secaucus Board of Education, with offices located at 20 Centre Avenue, Secaucus, New Jersey 07094 (hereinafter referred to as the “Board” or the “Client”) and Epic Events Wedding & Event Group (hereinafter referred to as “Epic Events”), with offices located at 245 Maywood Ave, Maywood, New Jersey 07607 are parties to an Agreement for DJ and Emcee services (hereinafter referred to as “the Agreement”) on June 4, 2015 (hereinafter referred to as “the Event”); and

**WHEREAS**, the parties are desirous of amending the Agreement and memorializing the changes to the terms of the Agreement;

**NOW, THEREFORE**, based upon the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

Insert the words, “Except as provided in Paragraph No. 7” before the word, “Cancellation” on the second line of the first paragraph of this Agreement.

Insert the word, “contract” after the word, “binding” on the second line of the first paragraph of this Agreement.

Substitute “30 days” in place of “3 months” on the third line of the first paragraph of this Agreement.

Delete the sentence beginning with “Failure to do so” on the third and fourth lines of the first paragraph of this Agreement.

Insert the words, “if Client terminates the Agreement within 30 days of the Event” after the word, “Refunded” on the fourth line of the first paragraph of this Agreement.

Substitute the words, “in the amount of \$500” in place of “listed on this contract” on the first line of the fourth paragraph of this Agreement.

**Paragraph No. 2**

Insert a period after “problem)” and delete the remainder of the sentence on the fourth and fifth lines of this paragraph.

**Paragraph No. 3**

Delete the word, “Sickness” on the second line.

Insert the words, “that is satisfactory to Client” after the word, “replacement” on the third line of this paragraph.

Delete the word, “unlikely” on the fifth line of this paragraph.

Insert the words, “of an unforeseen emergency” after the word, “event” on the fifth line of this paragraph.

Delete the last sentence of this paragraph.

**Paragraph No. 4**

Insert the word, “reasonable” before the word, “satisfaction” on the fifth line of this paragraph.

**Paragraph No. 6**

Substitute the word, “Hudson” in place of the word, “Bergen” on the second line on this paragraph.

Insert the following sentences after the words, “New Jersey” but before the words, “In the event” on the third line of this paragraph:

**Epic Events hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury**

**actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by Epic Events.**

Substitute the words, "either party" in place of "Epic Events" on the third line of this paragraph.

Substitute the words, "non-prevailing party" in place of "client" on the third line of this paragraph.

Substitute the words, "the prevailing party" in place of "Epic Events" on the fourth line of this paragraph.

Delete the last sentence of this paragraph.

**Paragraph No. 7**

Delete paragraph no. 7 in its entirety and substitute the following in its place:

**Client can terminate this Agreement, without any fees owed to Epic Events, up to 30 days before the Event. The Client can terminate this agreement within 30 days of the Event, but shall forfeit the booking fee to Epic Events. If the Event is cancelled by Acts of God, including imminent weather, or any other legitimate condition beyond Client's control, the Event may be rescheduled on an agreed upon date by Client and Epic Events at no additional cost to Client.**

**Paragraph No. 8**

Insert the following at the end of this paragraph:

**No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the parties unless reduced to writing and signed by both parties.**

Insert the following provisions into the Agreement as new paragraphs:

9. To the fullest extent permitted by law, Epic Events shall indemnify, defend or hold harmless Client, its agents, members, officers, directors, employees, students, guests, licensees and invitees from and against any and all losses, claims, actions, damages, reasonable attorneys' fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by the negligent acts or omissions of Epic Events or its agents, servants or employees during the performance of services pursuant to this Agreement. The provisions of this section shall survive the termination of the Agreement.

10. Epic Events shall provide liability coverage in the minimum amounts of \$1,000,000 per person and \$2,000,000 per accident and cover any and all liability arising out of and/or related to the Epic Events' rendering of the services set forth herein. Said insurance shall be primary and noncontributory and shall name Client as an additional insured. Epic Events shall furnish Client with a copy of the certificate of insurance prior to the rendering of the services set forth herein. The insurance policies shall contain covenants from the issuing company that the policies shall not be cancelled without thirty (30) days prior written notice of cancellation to the Owner. In the event of cancellation, Epic Events shall obtain insurance in the same amount and for the same coverage.

11. During performance of this contract, Epic Events agrees to comply with P.L. 1975, c.127, dated June 23, 1975, "Affirmative Action" and in accordance with provisions described in "Exhibit A" attached hereto. The parties to this contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4 et seq. and N.J.A.C. 17:27-3.6, as amended and supplemented from time to time and Epic Events agrees to comply fully with the terms, provisions and obligations of said Regulations. The parties to this contract further agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-1.1 et seq. of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., set forth in Exhibit A as amended and supplemented from time to time and Epic Events agrees to comply fully with the terms, provisions and obligations of said Regulations. Finally, Epic Events agrees to comply with all applicable federal and state laws governing employment, and shall not discriminate against any employee or applicant for employment based upon race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, disability, nationality, sex (including pregnancy), gender identity or expression, atypical hereditary cellular or blood trait, or genetic information. Epic Events shall furnish the Board with all necessary reports as may be required by law.

12. Epic Events shall comply with N.J.S.A. 52:32-44 pertaining to the collection and payment of use tax.

13. The various rights and remedies of the parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Addendum shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

14. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision which shall continue in full force and effect.

15. All other terms and conditions contained in the Agreement not specifically addressed in this Addendum shall remain in full force and effect. If any inconsistency exists between the Agreement and this Addendum, the Addendum provisions shall control.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals the date and year written below.

Witness: EPIC EVENTS

\_\_\_\_\_ By: \_\_\_\_\_

Dated: Dated:

Witness: SECAUCUS BOARD OF EDUCATION

\_\_\_\_\_ By: \_\_\_\_\_  
 Kristin Kosky Joseph Lewis, Vice President  
 Board Secretary/  
 Business Administrator

### **R3.9**

#### **RESOLUTION**

**INTRODUCED BY: Lance Bartletta**

**SECONDED BY: John Gerbasio**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, that the Board of Education, accepts the audit, Comprehensive Annual Report of Finances and Management (CAFR) report for the district accounts for fiscal year 2013-2014 (summary attached); and

**BE IT FURTHER RESOLVED:** that the School Business Administrator is directed to file copies of this audit with the New Jersey Department of Education via the County Office and the offices any other disclosure requirement. (Attachment)

### **R3.10**

#### **RESOLUTION**

**INTRODUCED BY: Lance Bartletta**

**SECONDED BY: John Gerbasio**

**BE IT RESOLVED**, that the Secaucus Board of Education hereby authorize the submission, by the Director of Technology/Data Assessment and Grants and the Director of Curriculum and Instruction, the New Jersey Achievement Coaches Grant Narrative for the district.

### **R3.11**

**RESOLUTION OF THE BOARD OF EDUCATION  
 TOWN OF SECAUCUS, COUNTY OF HUDSON  
 STATE OF NEW JERSEY  
 ADDENDUM TO THE  
 AGREEMENT BETWEEN  
 THE SECAUCUS BOARD OF EDUCATION AND  
 DJ EXPRESS ENTERTAINMENT**

<p><b>SECAUCUS BOARD OF EDUCATION</b>  <b>BOARD MEETING REGULAR MINUTES</b>  <b>DATED NOVEMBER 20, 2014</b></p>
---

**INTRODUCED BY:**                    **Lance Bartletta**

**SECONDED BY:**                    **John Gerbasio**

**WHEREAS**, the Secaucus Board of Education, with offices located at 20 Centre Avenue, Secaucus, New Jersey 07094 (hereinafter referred to as the “Board” or the “Client”) and DJ Express Entertainment, with offices located at \_\_\_\_\_ are parties to an Agreement for DJ and Emcee services (hereinafter referred to as “the Agreement”) on March 20, 2015 (hereinafter referred to as “the Event”); and

**WHEREAS**, the parties are desirous of amending the Agreement and memorializing the changes to the terms of the Agreement;

**NOW, THEREFORE**, based upon the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows:

Delete “Adjustments to the contract and/or package must be made six months prior to the planned event” on Agreement and substitute the following in its place:

Any adjustments to the contract and/or package shall be by mutual written consent        of both parties.

**PROVISIONS AND SUPPLEMENTARY SERVICES REQUESTED**

Incorporate the following provision into the “Provisions and supplementary services requested” section of the Agreement:

16.            This Agreement guarantees that DJ Express Entertainment will be ready to perform at the start time of the Event.

17.            To the fullest extent permitted by law, DJ Express Entertainment shall indemnify, defend or hold harmless Client, its agents, members, officers, directors, employees, students, guests, licensees and invitees from and against any and all losses, claims, actions, damages, reasonable attorneys’ fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by the negligent acts or omissions of DJ Express Entertainment or its agents, servants or employees during the performance of services pursuant to this Agreement. The provisions of this section shall survive the termination of the Agreement.

18.            DJ Express Entertainment shall provide liability coverage in the minimum amounts of \$1,000,000 per person and \$2,000,000 per accident and cover any and all liability arising out of and/or related to the DJ Express Entertainment’s rendering of the services set forth herein. Said insurance shall be primary and noncontributory and shall name the Client as an additional insured. DJ Express Entertainment shall furnish the Client with a copy of the certificate of insurance prior to the rendering of the services set forth herein. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation to the Owner. In the event of cancellation, DJ Express Entertainment shall obtain insurance in the same amount and for the same coverage.

19.            During performance of this contract, DJ Express Entertainment agrees to comply with P.L. 1975, c.127, dated June 23, 1975, “Affirmative Action” and in accordance with provisions described in “Exhibit A” attached hereto. The parties to this contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4 et seq. and N.J.A.C. 17:27-3.6, as amended and supplemented from time to time and DJ Express Entertainment agrees to comply fully with the terms, provisions and obligations of said Regulations. The parties to this contract further agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-1.1 et seq. of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., set forth in Exhibit A as amended and supplemented from time to time and DJ Express Entertainment agrees to comply fully with the terms, provisions and obligations of said Regulations. Finally, DJ Express Entertainment agrees to comply with all applicable federal and state laws governing employment, and shall not discriminate against any employee or applicant for employment based upon race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, disability, nationality, sex (including pregnancy), gender identity or expression, atypical hereditary cellular or blood trait, or genetic information. DJ Express Entertainment shall furnish the Board with all necessary reports as may be required by law.

20.            DJ Express Entertainment shall comply with N.J.S.A. 52:32-44 pertaining to the filing of a Business Registration Certificate and the collections and payment of use tax.

21.            The various rights and remedies of the parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Addendum

shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

22. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision which shall continue in full force and effect.

23. This Agreement can only be terminated upon the mutual consent of both parties. If the Event is cancelled by Acts of God, including imminent weather, or any other legitimate condition beyond Client’s control, the Event may be rescheduled on an agreed upon date by Client and Epic Events at no additional cost to Client.

24. All other terms and conditions contained in the Agreement not specifically addressed in this Addendum shall remain in full force and effect. If any inconsistency exists between the Agreement and this Addendum, the Addendum provisions shall control.

25. This Agreement is made under, and shall be governed and construed according to, the laws of the State of New Jersey. Each party hereby expressly agrees to the State of New Jersey as the sole and exclusive jurisdiction in connection with any action brought to enforce or otherwise relating to this Agreement. DJ Express Entertainment hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by DJ Express Entertainment.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals the date and year written below.

Witness: DJEXPRESS ENTERTAINMENT

By: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Witness: SECAUCUS BOARD OF EDUCATION

By: \_\_\_\_\_  
 Joseph Lewis, Vice President  
 Kristin Kosky  
 Board Secretary/  
 Business Administrator  
 Dated: \_\_\_\_\_

**M3.1** Motion by Mr. Bartletta, seconded by Mr. Gerbasio, to accept a donation from the Broadridge Financial Inc., for seven (7) pallets (48 cases) of copier paper (approximate value \$8750)

**M3.2** Motion by Mr. Bartletta, seconded by Mr. Gerbasio, accept a donation from Meadowlands Hospital and United Way of Hudson County for school supplies for each teacher in the district valued at approximately \$3150.

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

	Yes	No	Abstain	Absent
Robert Anderson	X			
Lance Bartletta	X			
Kelli D’Addetta				X
John Gerbasio	X			
Joseph Lewis	X			
John McStowe	X			
Kathy O’Connell	X			
Ruby Pantoliano	X			
Gary Riebesell, President				X

**4. Safety, Security Buildings & Grounds – No action to be taken**

Mr. McStowe informed those in attendance that he too attended the NJSBA Workshop and participated in a seminar on Safety and Security. Although the district is well ahead in most security areas, there is always need for improvement in securing our buildings, students and staff. One area of concern is the traffic entering the school and not following proper procedures because they are known within the building. Mr. McStowe indicated that entering procedures

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

will be strictly enforced and knows that people will be upset but, I would rather apologize today rather than say I am sorry tomorrow.

**5. Technology** No action to be taken

**6. Policy**

**R6.1**

**RESOLUTION**

**INTRODUCED BY:** Kathy O'Connell

**SECONDED BY:** Robert Anderson

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

1. 5305-Health Services – Revised
2. 5308-Student Health Records- Mandatory Revised
3. 5310-Health Services – Mandatory Revised
4. 5339-Screening for Dyslexia – Mandatory –**New**
5. 5530-Substance Abuse – Mandatory Revised
6. 5600-Student Discipline/Code of Conduct – Mandatory Revised
7. 5756-Transgender Student – **New**
8. 8505-Wellness/Nutrient Standards for Meals & Other Foods-Mandatory Revised
9. 5511- Dress Code Update

**R6.2**

**RESOLUTION**

**INTRODUCED BY:** Kathy O'Connell

**SECONDED BY:** Robert Anderson

**BE IT RESOLVED**, that the Secaucus Board of Education hereby approves the first reading of Policy 6471 School District Travel.

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

	Yes	No	Abstain	Absent
Robert Anderson	X			
Lance Bartletta	X			
Kelli D'Addetta				X
John Gerbasio	X			
Joseph Lewis	X			
John McStowe	X			
Kathy O'Connell	X			
Ruby Pantoliano	X			
Gary Riebesell, President				X

<p>SECAUCUS BOARD OF EDUCATION BOARD MEETING REGULAR MINUTES DATED NOVEMBER 20, 2014</p>
--

**7. Athletic Liaison**

Mrs. Pantoliano provided the results of all fall team sport standings and named all outstanding students as to where they placed in County and/or State standings.

**8. Shared Services** Next meeting scheduled for December 3, 2014**Legislative News:**

Mr. McStowe commented on proposed legislation concerning start times for middle and high school students. The legislation is recommending that the start times be pushed back to 8am. Studies have shown that students perform better with a later start.

**New Business** - None**Public General Comments**

Don Evanson – Concurred with Mr. McStowe in that he has read several articles which support the proposed legislation recommending a pushing back to the start times for Middle and High School Students.

Tom Troyer- Inquired has the investigation concerning the residency issue he brought to the last meeting had been started. The Superintendent indicated that he could not respond.

Ruby Kish 41 Creekside Court – Spoke on behalf of the Concerned Parents Association and inquired as to cancellation of the April Parent/Teacher conferences, stating that these conferences were a chance for parents to have a constructive communication with teachers. Having just recently spoken with Mrs. Wilhelm she understands the reasons, but is there a possibility that when looking at next year's calendar could this be reconsidered. Mrs. Wilhelm, at the request of the Superintendent, responded on behalf of Mr. Viggiani and herself that teachers are always available for conferences. Built into their work day are prep times which are there not only to prepare for classroom teaching, but to meet with parents. Also to take into consideration if a child is not meeting the criteria for their grade, by April they are in danger of being retained. In these situations, parents have been informed and have met with the teachers. In addition, with PARCC testing being administered during April, there is really no time to conduct these Parent/Teacher conferences.

Jena Winter 104 Central Lane – Spoke to the Board on behalf of parents who feel there are areas which need improvement. Mr. Presuto responded that the statements which were recently brought forth to Town Council are unfounded and have taken on a life of their own on the internet media. Having met with Ms. Winter last year, when one of her children was having difficulty, they met with the Principal, Director and he and resolved the issue. There are no phone messages, emails or letters from Ms. Winter to Mr. Presuto and is curious as to why she would go to the Town Council and not come to him, knowing he is always willing to meet. Ms. Winter responded, she was concerned that the children of these parents would be retaliated because their parents spoke out.

**Board Member Comments**

Kathy O'Connell congratulated all athletes and teams participating in fall sports. Thanks to Dr. Bob for filling the PAC with students and faculty to cheer the boys soccer team prior to their "big game", it meant a lot the children.

John Gerbasio, thanked all for coming and best wishes to all teams and athletes.

Robert Anderson taught for 33 years in the district and has been a board member while his daughter presently attends Secaucus High School. He has criticized the Board as President of the Teacher's union, and never has there been any retaliation towards his daughter. Quite frankly, he was very irked that Ms. Winter appeared at the Town Council meeting before coming to the board. Parents should speak with the teacher, guidance counselor and principal. If they do not

get a satisfactory response they should make an appointment with the Superintendent. If they still do not feel the matter has been handled properly contact any of the board members.

Ruby Pantoliano, thanked all the coaches for a successful fall season, and thanked Mr. Valente for the pep-rally for the Town Rec Football team to raise funds to go to Virginia.

Lance Bartletta, congratulated the Rec Football team. Wished the retirees well in their retirements.

Jack McStowe- congratulations to all athletes, coaches and retirees and all nominated Teachers of the Year. He commended the Elementary Schools in all their fundraising efforts. Mr. McStowe expressed how offended he was by the article in the paper. Both his children attended school while he was a board member and sure he upset some staff, coach and/or administrator. Never were his children subjected to retaliation because of his comments or actions. He wanted to state that the Board Members are 100% behind the staff and will continue to support them.

All the Board wished everyone a Happy Thanksgiving.

Motion by Mr. McStowe, seconded by Mr. Gerbasio, and unanimously adopted by Board Members present to reopen Public Comments.

### **Public Comments**

Ms. Winter stated it was the intention of this group of parents to see improvements in the schools and that the Mayor requested that she speak at the Town Council Meeting to express the concerns and needs of improvement.

Ms. Joan Cali – MS Guidance Counselor addressed Mrs. Kish’s concern of Parent/Teacher conferences. In fact today she met with three (3) sets of parents with three (3) different teachers all during their prep-time.

Joseph Lewis thanked Mrs. Kish and Ms. Winter for your time and for coming to the Board Meeting. He encouraged all parents to feel free to come to board meetings and/or contact the board, their emails are listed on the website.

Motion by Mf. McStowe, seconded by Mrs. O’Connell, and unanimously adopted by Board Members present to adjourn the regular meeting at 9:05PM

Respectfully submitted,

Kristin Kosky,  
Board Secretary