

## PITTSGROVE TOWNSHIP BOARD OF EDUCATION MINUTES – MAY 7, 2015

The Special Session of the Board of Education of the Township of Pittsgrove, County of Salem, New Jersey, was held on Monday, May 7, 2015, 7:00 P.M., Arthur P. Schalick High School.

Board President, Mr. Dominick Miletta, opened the meeting at 7:03 P.M., leading the group in the pledge to the flag.

PLEDGE TO THE  
FLAG

Board President, Mr. Dominick Miletta, read the following statement:

*The New Jersey Open Public Meetings law was enacted to ensure the right of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Pittsgrove Township Board of Education has caused notice of this meeting to be published by notifying the Clerk of the Township of Pittsgrove and having the date, time and place thereof posted in the Pittsgrove Township Municipal Building, South Jersey Times, Elmer Times and The Daily Journal.*

CALL TO ORDER

The Board read the District Mission Statement:

*In partnership with the community, we promote the academic and personal growth of each student through rigorous programs that support lifelong learning.*

MISSION  
STATEMENT

Chain of Communication Regarding School Related Matters

Board President, Mr. Miletta, called for a Roll Call of the Board:

Members Present: Mrs. Conover, Mr. DiMatteo, Mr. Lawlor, Mrs. Mullin, Mrs. Penven, Mrs. Snyder (8:45 P.M.), Mr. Wentzell, Mrs. Smith and Mr. Miletta

ROLL CALL

Members Absent: Mr. Wheaton

Also in Attendance:

Mr. Henry Bermann, Superintendent; Mrs. Suzanne R. Fox Abdill, Business Administrator/Board Secretary; Ms. Yvette DuBois, Director of Curriculum & Instruction; Dr. Ocasio-Jimenez, Principal of Pittsgrove Township Middle School; Mr. Tino Monti, Principal of Olivet School; Mr. Daniel Bruce, Principal, Elmer and Norma Schools; Mr. Douglas Volovar, Acting Principal, A.P. Schalick High School; Ms. Christina Battiato, Director of Special Education; staff members and the public.

PRESENTATIONS

Board President, Dominick Miletta, III, presented a Resolution to the teaching staff of the Pittsgrove Township School District, on behalf of the Board of Education and the Superintendent of Schools. (See page 451)

RESOLUTION  
FOR TEACHING  
STAFF

PUBLIC HEARING ON THE 2015-16 BUDGET

Moved by Mrs. Mullin and seconded by Mrs. Smith that the Board of Education approve to open the Public Hearing on the 2015-2016 Budget.  
Unanimously Approved

OPENED  
HEARING ON  
2015-2016  
BUDGET

Administration presented the proposed budget for the 2015-16 school year. (See page 451)

*Mrs. Snyder arrived at 8:45P.M.*

MRS. SNYDER  
ARRIVED

AUDIENCE PARTICIPATION - None

Moved by Mr. Lawlor and seconded by Mrs. Penven that the Board of Education close the Public Hearing on the 2015-16 Budget. (9:19 P.M.)  
Unanimously Approved

CLOSED THE  
PUBLIC HEARING

PITTSBORO TOWNSHIP BOARD OF EDUCATION MINUTES – MAY 7, 2015

APPROVED 2015-2016 BUDGET

Moved by Mr. DiMatteo, and seconded by Mrs. Snyder, that the Board of Education approve, by Resolution, the 2015-16 school budget totaling \$28,657,368.00. The local levy to be raised for current expense is \$9,766,792.00. The local tax levy to be raised for debt service is \$502,391.00.

BE IT RESOLVED, that there should be raised for General Funds \$9,766,792.00 for the ensuing 2015-2016 school year.

	<u>BUDGET</u>	<u>LOCAL TAX LEVY</u>
General Fund	\$ 27,004,987	\$ 9,766,792
Special Revenue Fund	\$ 866,953	\$ 0
Debt Service Fund	\$ 785,428	\$ 502,391
<b>TOTAL BASE BUDGET</b>	<b>\$ 28,657,368</b>	<b>\$ 10,269,183</b>
Transfers	\$ 0	
Net Base Budget	\$ 28,657,368	

Included in the base budget is \$283,874 tax levy cap adjustment for healthcare costs.

Roll Call:

Ayes (9) Mrs. Conover, Mr. DiMatteo, Mr. Lawlor, Mrs. Mullin, Mrs. Penven, Mrs. Snyder, Mr. Wentzell, Mrs. Smith and Mr. Miletta  
 Noes (0) Abstain (0) Motion Carried

OPEN PUBLIC COMMENT

OPEN PUBLIC COMMENT – Renee Jost thanked the Board for the Resolution in support of Teacher Appreciation Week.

COMMUNICATIONS - None

FYI

FOR YOUR INFORMATION

- Newspaper Article on Woodstown-Piles Grove School District Cuts *(See page 465)*

AUDIENCE PARTICIPATION I - None

BOARD OF EDUCATION BUSINESS  
 UNFINISHED BUSINESS

HOLD PPA AND WOODBINE FOR CLOSED SESSION

Moved by Mr. DiMatteo and seconded by Mrs. Mullin that the Board of Education hold the Power Purchase Agreement and the Business Services Agreement – Woodbine, for the Closed Session. Unanimously Approved *(See page 466)*

NJSBA ISTEM NASA FIELD TRIP – MR. WENTZELL

Moved by Mrs. Mullin and seconded by Mr. Lawlor that the Board of Education approve Mr. Wentzell's attendance at the NJSBA's *2nd Annual ISTEM NASA Field Trip*, Goddard Space Flight Center, Greenbelt, MD, May 29, 2015, 10 A.M. - 6 P.M. Registration is \$50 per person. Transportation is provided by NJSBA, departure location is TBD. Unanimously Approved

NEW BUSINESS - None

BOARD POLICY 1<sup>ST</sup> READING – 5127

SPECIAL COMMITTEE REPORTS  
 Policy Task Force Committee

Moved by Mr. DiMatteo and seconded by Mr. Lawlor that the Board of Education approve, for first reading, the following revised Board policies:

- 5127 - *Commencement Activities* *(See page 474)*

Unanimously Approved

## PITTSBORO TOWNSHIP BOARD OF EDUCATION MINUTES – MAY 7, 2015

## RECESS INTO CLOSED SESSION

CLOSED SESSION

Moved by Mrs. Penven and seconded by Mrs. Smith that the Board of Education approve, by Resolution, to adjourn into Closed Session, from which the general public will be excluded, to discuss student placement, personnel, litigation, contractual matters, negotiations, or student matters appropriate for this session:

- Contractual Matters

The results of this session will be made public immediately after, or as soon thereafter as a decision is reached if permitted by law. (9:39 P.M.)

Unanimously Approved

MRS. SMITH  
DEPARTED

*Mrs. Smith departed at 10:40 P.M. and turned the meeting over to Mrs. Snyder.*

## ADJOURN FROM CLOSED SESSION

ADJOURN FROM  
CLOSED SESSION

Moved by Mrs. Mullin and seconded by Mr. Lawlor that the Board of Education adjourn from Closed Session. (11:11)

Unanimously Approved

Moved by Mrs. Mullin and seconded by Mrs. Penven that the Board of Education table the Power Purchase Agreement for discussion until the May 14, 2015, Board Meeting.

POWER  
PURCHASE  
AGREEMENT

Unanimously Approved

Moved by Mr. Lawlor and seconded by Mrs. Conover that the Board of Education table the Woodbine Agreement for discussion until the May 14, 2015, Board Meeting.

WOODBINE  
AGREEMENT

Ayes: (7) Mrs. Conover, Mr. DiMatteo, Mr. Lawlor, Mrs. Mullin, Mrs. Penven, Mr. Wentzell  
and Mr. Miletta

Noes: (1) Mrs. Snyder

Abstain: (0)

Motion Carried

Mrs. Mullin reported on the Special Education Conference that she and Mrs. Penven attended. The conference was very remedial and would be good for someone who is not familiar with special education or for a board presentation.

SPECIAL  
EDUCATION  
CONFERENCE

Pittsgrove Day is May 16, 2015.

Moved by Mr. DiMatteo and seconded by Mrs. Penven that the Board of Education meeting be adjourned. (11:28 P.M.)

ADJOURNMENT

Unanimously Approved

SA

  
Suzanne R. Fox Abdill, Board Secretary

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**BOARD RESOLUTION  
ACKNOWLEDGING THE TEACHING STAFF  
OF THE  
PITTSGROVE TOWNSHIP SCHOOL DISTRICT**

**WHEREAS**, the Pittsgrove Township BOE wishes to recognize its teaching staff often, and especially during Teacher Appreciation Week, May 4-8, 2015; and

**WHEREAS**, the Pittsgrove Township Board of Education acknowledges that its teachers are facilitators of student learning; and

**WHEREAS**, the Pittsgrove Township Board of Education recognizes that higher order thinking skills, effective communication skills and knowledge of technology are being taught daily to our students; and

**WHEREAS**, the Pittsgrove Township Board of Education recognizes that its teachers are creators of productive classroom environments enabling students to develop the skills they will need in the workplace; and

**WHEREAS**, the Pittsgrove Township Board of Education appreciates the inspiration provided by its teachers to their students; and also acknowledges them for instilling PRIDE – the characteristics of patience, respect, integrity diligence and empathy into the lives of their students;

**NOW, THEREFORE, BE IT RESOLVED**, that the Pittsgrove Township Board of Education, by Resolution, publicly distinguishes the teaching staff of the Pittsgrove Township School District at its Board of Education Meeting held this 7<sup>th</sup> day of May, 2015.

  
DOMINICK J. MILETTIA, III  
BOARD OF EDUCATION PRESIDENT

  
HENRY BERMAN  
SUPERINTENDENT OF SCHOOLS

SALEM

**Advertised Enrollments**

PITTSGROVE TWP

ENROLLMENT CATEGORIES	10-15-2013 ACTUAL	10-15-2014 ACTUAL	10-15-2015 ESTIMATE
Pupils On Roll Regular Full-Time	1,447.0	1,434.0	1,439.0
Pupils On Roll Regular Shared-Time	33.0	41.0	41.0
Pupils On Roll Special Ed Full-Time	232.0	221.0	216.0
Pupils On Roll Special Ed Shared-Time	21.0	19.0	19.0
Pupils On Roll SUBTOTAL	1,733.0	1,715.0	1,715.0
Pupils in Private School Placements	4.0	6.0	6.0
Pupils Sent to Other Districts Regular	1.0	3.0	3.0
Pupils Sent to Other Districts Special Ed	12.0	13.0	18.0
Pupils Received	225.0	216.5	208.0
Pupils in State Facilities	2.0		0.0

Advertised Revenues

Budget Category	Account	2013-14 Actual	2014-15 Revised	2015-16 Anticipated
<b>Operating Budget:</b>				
<b>Revenues from Local Sources:</b>				
Local Tax Levy	10-1210	9,003,134	9,296,979	9,766,792
Total Tuition	10-1300	3,168,286	3,134,727	3,152,133
Unrestricted Miscellaneous Revenues	10-1XXX	174,762	177,439	177,439
Interest Earned On Capital Reserve Funds	10-1XXX	10	10	10
<b>Subtotal - Revenues From Local Sources</b>		<b>12,346,192</b>	<b>12,609,155</b>	<b>13,096,374</b>
<b>Revenues from State Sources:</b>				
School Choice Aid	10-3116	1,171,078	1,227,475	1,267,285
Categorical Transportation Aid	10-3121	729,154	729,154	729,154
Extraordinary Aid	10-3131	15,514	0	0
Categorical Special Education Aid	10-3132	837,197	837,197	837,197
Equalization Aid	10-3176	10,430,292	10,430,292	10,430,292
Categorical Security Aid	10-3177	228,815	228,815	228,815
Adjustment Aid	10-3178	12,519	12,519	12,519
Other State Aids	10-3XXX	11,170	29,120	29,120
<b>Subtotal - Revenues From State Sources</b>		<b>13,435,739</b>	<b>13,494,572</b>	<b>13,534,382</b>
<b>Revenues from Federal Sources:</b>				
Medicaid Reimbursement	10-4200	14,214	27,184	36,231
<b>Subtotal - Revenues From Federal Sources</b>		<b>14,214</b>	<b>27,184</b>	<b>36,231</b>
<b>Budgeted Fund Balance - Operating Budget</b>	10-303	<b>0</b>	<b>200,000</b>	<b>338,000</b>
Transfers From Other Funds	10-5200	1,506	0	0
Adjustment For Prior Year Encumbrances		0	155,349	0
Actual Revenues (Over)/Under Expenditures		242,324	0	0
<b>Total Operating Budget</b>		<b>26,039,975</b>	<b>26,486,260</b>	<b>27,004,987</b>
<b>Grants and Entitlements:</b>				

Advertised Revenues

Budget Category	Account	2013-14 Actual	2014-15 Revised	2015-16 Anticipated
<b>Revenues from State Sources:</b>				
Preschool Education Aid	20-3218	69,300	69,300	69,300
<b>Total Revenues From State Sources</b>		<b>69,300</b>	<b>69,300</b>	<b>69,300</b>
<b>Revenues from Federal Sources:</b>				
Title I	20-4411-4416	419,917	450,306	383,837
Title II	20-4451-4455	26,628	41,400	35,006
I.D.E.A. Part B (Handicapped)	20-4420-4429	383,148	383,148	378,810
<b>Total Revenues From Federal Sources</b>		<b>829,693</b>	<b>874,854</b>	<b>797,653</b>
<b>Total Grants And Entitlements</b>		<b>898,993</b>	<b>944,154</b>	<b>866,953</b>
<b>Repayment of Debt:</b>				
<b>Revenues from Local Sources:</b>				
Local Tax Levy	40-1210	542,035	503,085	502,391
<b>Total Revenues From Local Sources</b>		<b>542,035</b>	<b>503,085</b>	<b>502,391</b>
<b>Revenues from State Sources:</b>				
Debt Service Aid Type II	40-3160	316,248	277,543	269,640
<b>Budgeted Fund Balance</b>	40-303	<b>0</b>	<b>0</b>	<b>13,397</b>
<b>Total Local Repayment Of Debt</b>		<b>858,283</b>	<b>780,628</b>	<b>785,428</b>
Actual Revenues (Over)/Under Expenditures		-13,395	0	0
<b>Total Repayment Of Debt</b>		<b>844,888</b>	<b>780,628</b>	<b>785,428</b>
<b>Total Revenues/Sources</b>		<b>27,783,856</b>	<b>28,211,042</b>	<b>28,657,368</b>
<b>Total Revenues/Sources Net of Transfers</b>		<b>27,783,856</b>	<b>28,211,042</b>	<b>28,657,368</b>

Budget Category	Account	2013-14 Actual	2014-15 Revised	2015-16 Anticipated
General Current Expense:				
Instruction:				
Regular Programs - Instruction	11-1XX-100-XXX	7,188,091	7,017,303	6,972,040
Special Education - Instruction	11-2XX-100-XXX	2,216,980	2,347,873	2,301,485
Basic Skills/Remedial - Instruction	11-230-100-XXX	422,846	365,016	381,612
School-Spon. Co/Extra Curr. Actvts. - Inst	11-401-100-XXX	49,681	54,255	54,136
School-Sponsored Athletics - Instruction	11-402-100-XXX	336,214	389,668	408,293
Support Services:				
Undistributed Expenditures - Instruction (Tuition)	11-000-100-XXX	663,762	1,032,059	1,010,125
Undist. Expend.-Attendance And Social Work	11-000-211-XXX	30,365	31,756	32,707
Undist. Expenditures - Health Services	11-000-213-XXX	350,633	364,430	336,683
Undist. Expend.-Speech, OT, PT And Related Svcs	11-000-216-XXX	368,549	310,984	332,343
Undist Expend-Old Supp Serv Std-Extra Serv	11-000-217-XXX	283,408	315,415	382,701
Undist. Expenditures - Guidance	11-000-218-XXX	673,272	645,583	640,842
Undist. Expenditures - Child Study Teams	11-000-219-XXX	571,362	605,910	627,365
Undist. Expend.-Improv. Of Inst. Serv.	11-000-221-XXX	456,812	500,629	508,109
Undist. Expend.-Edu. Media Serv./Library	11-000-222-XXX	309,923	352,686	373,666
Undist. Expend.-Instr. Staff Training Serv.	11-000-223-XXX	20,174	20,500	19,800
Undist. Expend.-Support Serv.-Gen. Admin.	11-000-230-XXX	655,238	652,035	621,586
Undist. Expend.-Support Serv.-School Admin.	11-000-240-XXX	1,132,564	1,119,614	1,068,581
Undist. Expend. - Central Services	11-000-251-XXX	372,662	404,806	413,047
Undist. Expend. - Admin. Info Technology	11-000-252-XXX	351,997	318,894	334,963
Undist. Expend.-Oper. And Maint. Of Plant Serv.	11-000-26X-XXX	2,589,199	2,771,360	2,781,726
Undist. Expend.-Student Transportation Serv.	11-000-270-XXX	1,572,887	1,651,249	1,754,923
Personal Services - Employee Benefits	11-XXX-XXX-2XX	5,005,101	4,794,251	5,281,174
Total Undistributed Expenditures		15,407,908	15,892,161	16,520,341
Total General Current Expense		25,621,720	26,066,276	26,637,907
Capital Expenditures:				

Advertisd Appropriations

Budget Category	Account	2013-14 Actual	2014-15 Revised	2015-16 Anticipated
Equipment	12-XXX-XXX-730	170,602	70,023	19,000
Facilities Acquisition And Const. Serv.	12-000-400-XXX	142,312	284,261	286,832
Interest Deposit To Capital Reserve	10-604	0	10	10
Total Capital Outlay		312,914	354,294	305,842
Special Schools:				
Other Special Schools - Instruction	13-4XX-100-XXX	96,324	38,212	34,590
Total Other Special Schools	13-4XX-100-XXX	96,324	38,212	34,590
Total Special Schools	13-XXX-XXX-XXX	96,324	38,212	34,590
Transfer Of Funds To Charter Schools	10-000-100-56X	9,017	27,478	26,648
General Fund Grand Total		26,039,975	26,486,260	27,004,987
Special Grants and Entitlements:				
Preschool Education Aid:				
PEA Instruction	20-218-100-XXX	69,300	69,300	69,300
Total Preschool Education Aid	20-218-XXX-XXX	69,300	69,300	69,300
Total State Projects	20-XXX-XXX-XXX	69,300	69,300	69,300
Federal Projects:				
Title I	20-XXX-XXX-XXX	419,917	450,306	383,837
Title II	20-XXX-XXX-XXX	26,628	41,400	35,006
I.D.E.A. Part B (Handicapped)	20-XXX-XXX-XXX	383,148	383,148	378,810
Total Federal Projects	20-XXX-XXX-XXX	829,693	874,854	797,653
Total Special Revenue Funds		898,993	944,154	866,953
Repayment of Debt:				
Total Regular Debt Service	40-701-510-XXX	844,888	780,628	785,428
Total Debt Service Funds		844,888	780,628	785,428
Total Expenditures/Appropriations		27,783,856	28,211,042	28,657,368
Total Expenditures Net of Transfers		27,783,856	28,211,042	28,657,368

Advertised Recapitulation of Balances

Budget Category	Audited Balance 6-30-2013	Audited Balance 6-30-2014	Estimated Balance 6-30-2015	Estimated Balance 6-30-2016
<b>Unrestricted:</b>				
--General Operating Budget	487,614	649,612	449,612	111,612
--Repayment of Debt	2	13,397	13,397	0
<b>Restricted for Specific Purposes- General Operating Budget:</b>				
--Capital Reserve	2,711	2,721	2,731	2,741
--Adult Education Programs	0	0	0	0
--Maintenance Reserve	0	0	0	0
--Legal Reserve	0	0	0	0
--Tuition Reserve	0	0	0	0
--Current Expense Emergency Reserve	0	0	0	0
<b>Repayment of Debt:</b>				
--Restricted for Repayment of Debt	0	0	0	0

Advertised Per Pupil Cost Calculations

Per Pupil Cost Calculations	2012-13 Actual Costs	2013-14 Actual Costs	2014-15 Original Budget	2014-15 Revised Budget	2015-16 Proposed Budget
<b>Total Budgetary Comparative Per Pupil Cost</b>	<b>\$12,962</b>	<b>\$13,447</b>	<b>\$13,785</b>	<b>\$13,923</b>	<b>\$14,214</b>
<b>Total Classroom Instruction</b>	<b>\$6,967</b>	<b>\$7,310</b>	<b>\$7,472</b>	<b>\$7,490</b>	<b>\$7,614</b>
Classroom-Salaries and Benefits	\$6,135	\$6,434	\$6,581	\$6,673	\$6,818
Classroom-General Supplies and Textbooks	\$213	\$211	\$209	\$199	\$195
Classroom-Purchased Services	\$619	\$666	\$682	\$618	\$601
<b>Total Support Services</b>	<b>\$2,093</b>	<b>\$2,208</b>	<b>\$2,273</b>	<b>\$2,342</b>	<b>\$2,457</b>
Support Services-Salaries and Benefits	\$1,734	\$1,774	\$1,843	\$1,888	\$1,943
<b>Total Administrative Costs</b>	<b>\$1,727</b>	<b>\$1,812</b>	<b>\$1,732</b>	<b>\$1,837</b>	<b>\$1,836</b>
Administration Salaries and Benefits	\$1,459	\$1,488	\$1,427	\$1,498	\$1,513
<b>Total Operations and Maintenance of Plant</b>	<b>\$1,731</b>	<b>\$1,657</b>	<b>\$1,860</b>	<b>\$1,763</b>	<b>\$1,779</b>
Operations and Maintenance-Salaries and Benefits	\$688	\$677	\$669	\$464	\$464
Board Contribution to Food Services	\$21	\$0	\$0	\$0	\$0
<b>Total Extracurricular Costs</b>	<b>\$261</b>	<b>\$271</b>	<b>\$287</b>	<b>\$325</b>	<b>\$345</b>
<b>Total Equipment Costs</b>	<b>\$217</b>	<b>\$98</b>	<b>\$25</b>	<b>\$42</b>	<b>\$11</b>
Legal Costs	\$19	\$60	\$23	\$40	\$30
Employee Benefits as a percentage of salaries*	29.11%	34.02%	32.68%	33.22%	36.76%

\*Does not include pension and social security paid by the State on-behalf of the district.

\*\*Federal and State funds in the blended resource school-based budgets.

The information presented in columns 1 through 3 as well as the related descriptions of the per pupil cost calculations are contained in the Taxpayers' Guide to Education Spending (formerly the Comparative Spending Guide) and can be found on the Department of Education's Internet website: <http://www.state.nj.us/education/guide/>. This publication is also available in the board office and public libraries. The same calculations were performed using the 2014-15 revised appropriations and the 2015-16 budgeted appropriations presented in this advertised budget. Total Budgetary Comparative Per Pupil Cost is defined as current expense exclusive of tuition expenditures, transportation, residential costs, and judgments against the school district. For all years it also includes the restricted entitlement aids. With the exception of Total Equipment Cost, each of the other per pupil cost calculations presented is a component of the total comparative per pupil cost, although all components are not shown.



Item	Line Number	Source	Amount	Explanation
1	500	State Aid	14,560	PARCC readiness
1	300	Investment Income	58,005	Investment income
2	300	Miscellaneous	119,434	Utility Rebate, Insurance Rebate
2	500	State Aid	14,560	Per pupil readiness aid

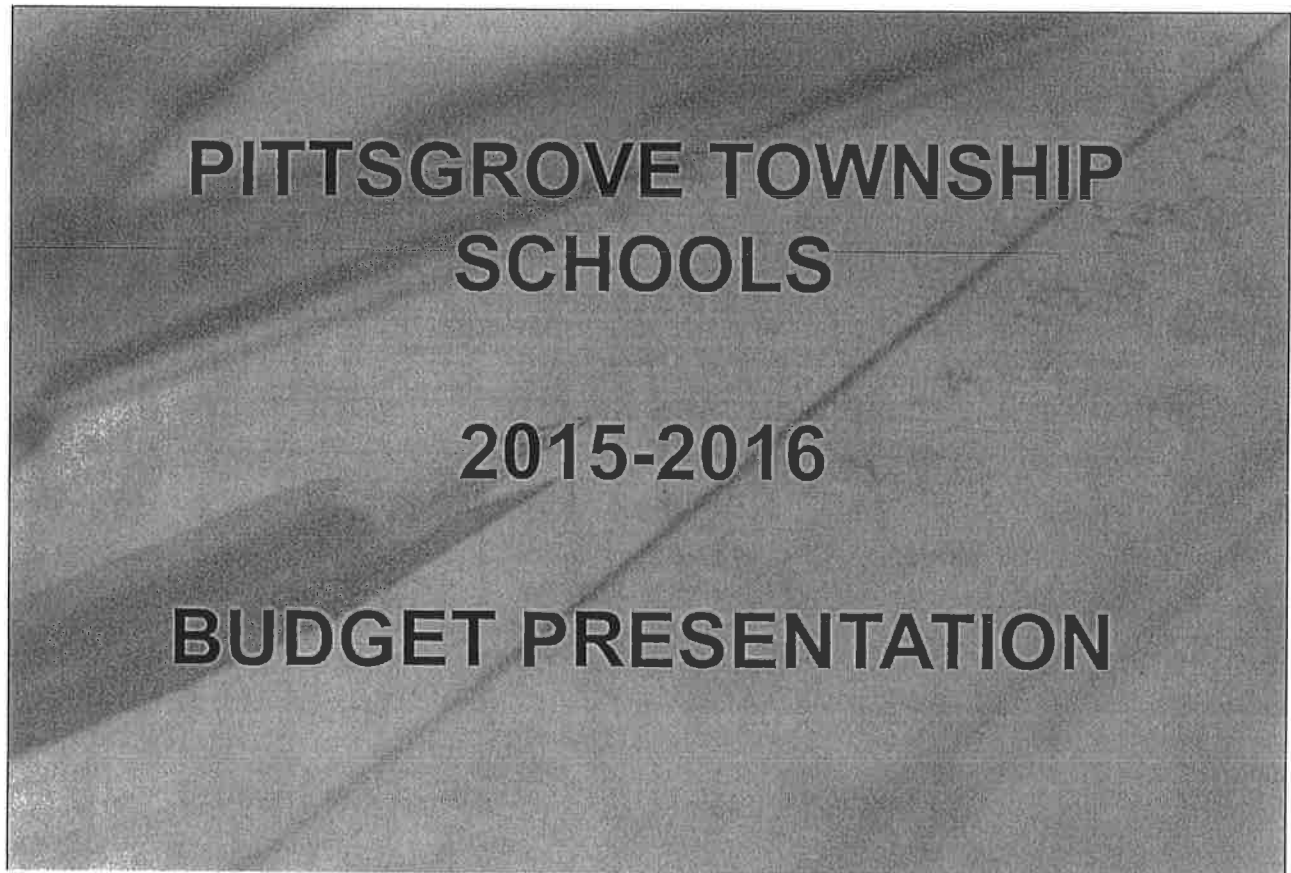
SALEM

## Shared Services

PITTSGROVE TWP

Shared Service Category Type	Shared Service Category Description	Amount Saved (Optional)
Business Services	Elmer Elementary	0
Business Services	Newfield	0
Special Education Services	Receive special education students in our district in our in district special education programs	0
Custodial and Maintenance Services	Participation with the Newfield BOE for maintenance services sharing maintenance staff	0
Custodial and Maintenance Services	Lead Agency for custodial services for approx. 8 other school districts	0
Food Services	Shared food service management with 2 other districts	0
Superintendent and Assistant Sup.	Shared superintendent with Elmer for signing purposes	0
Transportation Services, including Fuel	Transportation Jointures with various school districts as needed	0
Transportation Services, including Fuel	Use of our fueling station by another school district and municipality	0
Transportation Services, including Fuel	Repair and service of another school districts bus fleet	0
Purchasing	Joint purchasing in Oldmans Custodial supplies, MRESC, County Purchasing Consortium	0
Municipal/Public Works	Repair and service local township vehicles	0
Technology Services	Lead agency for internet services	0

A. Estimated 15-16 School Tax Rate	
WITHOUT REPAYMENT OF DEBT OR ADJUSTMENTS	
(A) General Fund School Levy	9,531,885
(B) Estimated Net Taxable Valuation (as of 10/01/14)	606,559,270
(C) Estimated 15-16 General Fund School Tax Rate=(A)/(B)x100	1,5715
WITH REPAYMENT OF DEBT AND ADJUSTMENTS	
(D) Total School Levy	10,034,623
(E) Estimated Net Taxable Valuation (as of 10/01/14)	606,559,270
(F) Estimated 15-16 Total School Tax Rate=(D)/(E)x100	1,6544
B. Estimated 15-16 Equalized School Tax Rate	
WITHOUT REPAYMENT OF DEBT OR ADJUSTMENTS	
(G) General Fund School Levy	9,531,885
(H) Estimated Equalized Valuation (as of 10/01/14)	640,716,761
(I) Estimated 15-16 Equalized General Fund School Tax Rate=(G)/(H)x100	1,4877
WITH REPAYMENT OF DEBT AND ADJUSTMENTS	
(J) Total School Levy	10,034,623
(K) Estimated Equalized Valuation (as of 10/01/14)	640,716,761
(L) Estimated 15-16 Equalized Total School Tax Rate=(J)/(K)x100	1,5662



## FINANCIAL CHALLENGES

- No increase in Preschool Education Aid
- Increase in health benefits and utility costs
- Cap on tax levy
- No increase in state aid
- Cap on school choice students
- Maintaining current in-house support staff

## FINANCIAL OPPORTUNITIES

- Approximately \$1,267,000 in School Choice funding towards district needs which is an increase in School Choice funding in the amount of \$56,398
- Retirement of eleven certificated staff members allowing us to replace retired certified staff with no reductions in force

## DID YOU KNOW?

In the most recent Taxpayers Guide to Education Spending (2013-14), out of 50 Districts, Pittsgrove ranked 21st from the bottom in spending in our category for the budget year.

Pittsgrove spends on budgetary per pupil costs \$1,282 **Less** per pupil than the state average.

	2014-15	2013-14	2012-13	2011-12
Pittsgrove	\$13,785	\$13,447	\$12,962	\$12,510
State Average	\$15,067	\$14,543	\$14,164	\$13,599
Below State Average	(\$1,282)	(\$ 1,096)	(\$ 1,202)	(\$ 1,334)

## DID YOU KNOW?

New for the Comparative Spending Guide is Total Spending Per Pupil

Pittsgrove's Total Spending Per Pupil cost is \$1,739 **Less** per pupil than the state average for a district of our size. (K-12, 0 to 1,800 students)

	2013-14	2012-13
Pittsgrove	\$ 17,382	\$ 17,351
State Average	\$ 19,121	\$ 18,873
	(\$ 1,739)	(\$ 1,522)



## SHARED SERVICES INITIATIVES

- Business services
- Jointure for Natural Gas
- Jointure for Electricity
- Jointures for Transportation
- Technology Support
- Joint purchasing Custodial Services
- Joint purchasing for paper, classroom supplies, custodial supplies.
- Shared Food Service Management

## CURRICULUM AND INSTRUCTION

- Textbooks and supplemental instructional materials
  - Math Programs in grades K-5
  - Handwriting in grades K-2
  - Writing Program grades 3-5
  - Textbooks as needed grades K-12
- Provide continued Professional Development for Staff and Administration
  - PARCC Educator Evaluation, STEM, AP Programs, Data Analysis, Common Core Standards, Character Education, Writing
- Support for changes to curriculum and instruction programs, K-12
  - i.e., Elementary Specials, World Languages, Basic Skills, Gifted and Talented
- Continued focus on the use of data to identify strengths and weaknesses in instruction, curriculum, and student learning
- Continue to revise curricula and assessments,
- Continued use of instructional management software and testing programs
  - i.e., Oncourse, NWEA, Talent Ed

## THE EARLY YEARS – NORMA SCHOOL

- Maintain class size of 18 kindergarten students and 18-20 preschool students
- Maintain 5 Kindergarten classes
- New for this year – Specials will now take place:  
Art, Music, Physical Education, Technology, Spanish, and Library.
- Increase BSI instruction by providing a half day BSI Teacher
- Maintain inclusive Preschool and Kindergarten classrooms
- Pre-School will remain as a half day session

## BUILDING A SOLID FOUNDATION – ELMER SCHOOL

- Decrease in class in First Grade to 18-20 first and increase class size in Second Grade to 23-24
- Continue to provide a variety of programs to meet student educational needs
- Utilize all available resources to provide needed interventions including High School Student Mentoring
- Continue sharing special area subject teachers with Olivet School



## STRENGTHENING THE PROGRAM –

### OLIVET SCHOOL

- Class size will range from 24-25 students in grades 3, 4, & 5
- Maintain Full-time guidance support
- Maintain special education support that provides for some inclusion in 3<sup>rd</sup> and 4<sup>th</sup> grade and 5<sup>th</sup> grade will have one full inclusion class
- Reallocate resources to provide a part-time Gifted and Talented/part-time BSI position
- Utilize all available resources to provide needed interventions including High School Student Mentoring and 5<sup>th</sup> grade Peer Mentoring

## REFINING PROGRAMS

### PITTSBGROVE TOWNSHIP MIDDLE SCHOOL

- Maintain Language Arts and Math classes (20-25)
- Maintain Science and Social Studies classes (22-28)
- Continue to provide a variety of programs to meet the students' educational needs
- Continue P.E.A.C. (Personalized Education, Activities and Clubs) modified schedule
- Continue our mentoring program
- Full-time instrumental music teacher shared with Olivet

## RAISING OUR EXPECTATIONS SCHALICK HIGH SCHOOL

- Continue the online Financial Literacy curriculum and add a required Freshman Seminar course
- Continue with the Student/Mentor Program with Olivet
- Continue Student/Teacher Mentor Program
- Maintain our current Athletic & Academic Co-Curricular Teams and maintain the enrichment period
- Replace retirements to maintain our current staff
- Expand the French program
- Increase achievement of College and Career Readiness standards via PSAT and AccuPlacer offerings

## SERVICING STUDENTS WITH SPECIAL NEEDS

- Continue to provide our students a continuum of program options in the Least Restrictive Environment while being fiscally responsible.
- Maintain our in-district programs including but not limited to the Autistic program, Multiply Disabled K-12, Preschool Disabled and Learning Language Disabilities.
- Reassigning staff to address projected student needs to remain in compliance



## TECHNOLOGY HIGHLIGHTS

- Integration of Google Apps for Education into the classroom
- Classroom interactive white boards and a/v upgrades
- Lease-purchase strategy to refresh existing student equipment on a regular cycle
- Re-engineer AVAYA communication manager for new voice provider
- Re-engineer data network for new Internet provider
- Router upgrades at Norma, Olivet, and Elmer Schools
- Completion of network upgrades that were started last year
- Continued integration of data systems with SIS and NJ-SMART
- Maintenance of existing investment in systems, databases and devices
- On-going teacher and curriculum support of educational technology

## ANALYSIS OF TAXES FOR THE 2015-16 BUDGET

Current Tax Levy	\$9,766,792
Average over Two Years	\$9,531,886
Ratables	\$605,536,574
Tax Rate	\$1.5741
<b>CURRENT TAX INCREASE</b>	<b>\$0.0656</b>
Debt Service Tax Levy	\$502,391
Average over Two Years	\$502,738
Tax Rate	\$0.0830
<b>DEBT SERVICE TAX DECREASE</b>	<b>(\$0.0031)</b>
Total estimated tax rate	\$1.6571
<b>NET TOTAL TAX INCREASE</b>	<b>\$0.0625</b>

## TAX IMPACT ON THE PITTSBGROVE HOMEOWNER

THE AVERAGE ASSESSED VALUE OF A HOME IN  
PITTSBGROVE IS



\$100,000	<b>\$187,000</b>	\$300,000
\$62.50/YEAR	<b>\$116.87/YEAR</b>	\$187.50/YEAR



RESULTING IN AN INCREASE IN TAXES OF

## WHAT HAPPENS NEXT?

- *Budget process*
- *Visit [www.pittsgrove.net](http://www.pittsgrove.net) to see the budget presentation and the user friendly budget*
- *Questions?*

according to District Business Administrator Frank Rizzo.

Throughout the past three years, the district has seen a decrease in 137 students — about 90 in the high school alone.

Additionally, the district has not seen a reduction in staff in the past three years.

Student tuition brought in about \$178,886.

"When we started the whole budget process, once we determine revenue, everything else has to fit," Rizzo said Friday afternoon.

Between the \$178,886 in revenue and approximate \$1.2 million in expenditures, the district is forced to fill the holes of roughly \$1.4 million.

With the now adopted budget, Woodstown residents will see a 9.6-cent increase in the school purpose tax rate while Pilesgrove will see an increase of 6.1-cents.

This equates to an additional \$207.85 per year for Woodstown property owners with an average home assessed at \$216,515.

For Pilesgrove property owners with an average assessed home of \$283,021, this equates to an additional \$172.54 annually.

The total tax levy for the 2015-2016 school year is \$11,048,569.

*Brittany Wehner may be reached at [bwehner@njadvancemedia.com](mailto:bwehner@njadvancemedia.com). Follow her on Twitter @brittanywehner. Find the South Jersey Times on Facebook.*

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## Woodstown-Pilesgrove Regional School District could face staff cuts, administration officials say

Brittany M. Wehner | For NJ.com By Brittany M. Wehner | For NJ.com

Email the author | Follow on Twitter

on May 02, 2015 at 12:03 PM, updated May 02, 2015 at 12:05 PM

**WOODSTOWN** — The Woodstown-Pilesgrove Regional School District is facing a \$1.4 million deficit in the budget which means layoffs may happen in upcoming months, administration officials said.

Due to a decrease in student enrollment and an increase in district expenditures, the district is forced to make tough decisions including non-renewal of job positions for non-tenured teachers and potential cut in administrative roles.

"It's not something we choose to do, it's something we have to live with — it's a very difficult task and we don't have a lot of options but our main priority is to sustain positions and programs," Superintendent of Schools Tom Coleman said Thursday night.

The school board of education unanimously adopted the \$24,166,071 budget for 2015-2016 after public hearing and a presentation on the difficult months ahead.

It is not clear at this time which positions will be eliminated, because a lot of factors will play a role in decisions, according to the superintendent.

With upcoming retirements, the district will not replace those positions and with natural attrition — retirements or positions vacating on their own — it is unclear how many changes in staff will be made.

"That's the really, really tough part is not knowing how this is going to pan out. We hope it comes down to natural attrition, but if not, we are going to be forced to make hard decisions," Coleman said, adding that the district will not know until May or June.

However, all non-tenured faculty/staff must legally be informed of the potential for layoffs or non-renewals of their position, the superintendent explained.

Roughly 28 people in the district have been notified of the potential cuts and positions are across the board, from teaching positions to an administrative position.

"Because you don't know, we're obligated to let anyone who is possibly in that category know," Coleman said.

One of the major problems the district is facing is the decline in student enrollment — or tuition revenue,



**SOLAR ENERGY  
POWER PURCHASE AGREEMENT**

attributable electric energy used during the applicable month, as measured by the system meter. The Service Fee is subject to an annual escalation of the lessor of 2.00% per year or the utility increase on each anniversary of the Commercial Operation Date.

2.3. **Timing and Method of Payment.** At the beginning of each Billing Month, Power Provider shall deliver to the BOE an invoice for the Service Fee in respect to the previous Billing Month. The BOE shall pay to Power Provider the amount set forth in such invoice.

2.4. **Payment Disputes.** If the BOE objects in good faith to all or a portion of an invoice, the BOE shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If the BOE does not object prior to the date payment of any invoice is due, the BOE shall pay the full amount of such invoice. The BOE may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount, provided, however, that the BOE may not object to any invoice more than three (3) months after the date on which such invoice is rendered.

2.5. **Taxes.** The Power Provider shall pay for all documented taxes, fees or charges (collectively, "Taxes") imposed on, assessed, or charged to, Power Provider by any Governmental Authority and which arise out of or relate solely to Power Provider's sale of the Power Provider Services to the BOE.

2.6. **Guaranty and Risk of Loss.** Power Provider will make available and sell to the BOE all of the electric energy produced by the System and guaranty the delivery of energy required by the performance guaranty set forth in the Proposal.

2.7. **Excess Power.** To the extent permitted by applicable law, Power Provider may deliver to the electric company any electric energy, which is in excess of the requirements to fulfill its responsibilities to the BOE. Any credit received by the Power Provider from the Local Distribution Company may be retained by the Power Provider.

2.8. **Unregulated Entity.** Power Provider is not a public utility regulated by the BPU or an Electric Power Supplier, and does not assume any obligations of a public utility or Electric Power Supplier including any obligation to provide service or to be subject to rate review by Governmental Authorities.

2.9. **Electric Output.** The electrical output of the System will be measured by a Meter installed in accordance with commonly accepted solar industry practices. The BOE may undertake, at its sole cost, an independent test to confirm the accuracy of the Meter, provided, however, that Power Provider is notified of such test not less than thirty (30) days in advance. If the meter is shown to be in error by more than 2% (+/-), Power Provider shall repair or replace the Meter.

2.10. **Audit.** Power Provider may at its sole cost request to conduct an energy audit of the BOE's facility and utility bills at any time during the term of this Agreement to determine the amount of solar electricity that may be required by the BOE to determine whether the BOE could benefit from other energy services.

This Solar Energy Power Purchase Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Synergy LLC (the "Power Provider"), and the Pittsgrove Board of Education (the "BOE"). Power Provider and BOE shall each, at times, be referenced herein individually as a "Party" and, together, as the "Parties."

**WHEREAS,** the BOE owns the land, building and improvements directly or indirectly located at the BOE and described in Exhibit A attached hereto (the "Site"); and

**WHEREAS,** the BOE desires that the Power Provider install an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, all as described in overview form in the Power Provider's Proposal dated \_\_\_\_\_, 2015 (the "Proposal"), and as will be described more specifically in the final stamped engineering drawings (the "Final Drawings") to be prepared by or at the direction of the Power Provider after the Effective Date, presented to the BOE and included in the Proposal (collectively referred to as the "System") to be located at the Site, and Power Provider is willing to coordinate such installation; and

**WHEREAS,** Power Provider desires to sell, and the BOE desires to purchase, the System's electricity production, the operation and maintenance of the System, and other services to be provided in accordance with the terms and conditions set forth herein (collectively referred to as "Power Provider Services"); and

**WHEREAS,** the Power Provider is hereby granted a license to enter and use the land at the Site to install the required equipment and related improvements, and to maintain and secure these improvements throughout the term of this Power Purchase Agreement.

**NOW THEREFORE,** in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1. Definitions**

1.1. **Definitions.** In addition to the terms specifically defined in the body of the Agreement; certain words and phrases shall be defined in accordance with the customs and usages of the Solar Energy Industry.

**SECTION 2. Solar Power Purchase**

2.1. **Purchase Agreement.** The BOE agrees to purchase the amount of electric energy used as determined by the approve ISO-Meter or Check Meter as applicable and understands that the actual electricity production of the System and delivery to the BOE may vary throughout the Term.

2.2. **Price.** The BOE shall pay to Power Provider a "Service Fee" (as defined below) with respect to each Billing Month of the Term. The Service Fee shall equal 8.7¢ per kWh for the



such instruments and meters as have been installed for such purposes and the System has been approved for interconnected operation by the Local Distribution Company, then Power Provider shall send a written notice to that effect to the BOE (a "Completion Notice"), accompanied by a copy of the results of the System Acceptance Testing. The "Commercial Operation Date" shall be the date of the Completion Notice.

#### 4.2. Operations and Maintenance

- (a) O & M Work. Power Provider shall be responsible for the provision of operation, repair, monitoring and maintenance services to the System during the Term, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the System (collectively, the "O&M Work"). Power Provider shall perform the O&M Work in a manner intended to limit inconvenience to and interference with the BOE and the BOE's activities on the Site.
- (b) Malfunctions. The BOE and Power Provider each shall notify the other within twenty four (24) hours following the discovery of any material malfunction in the operation of the System (a "Malfunction"), including, without limitation, any interruption in the supply of Power Provider Services. Power Provider shall commence repairs to a Malfunction and restore the supply of Power Provider Services as soon as reasonably possible after any notice received from Host thereof or upon its own discovery of any such Malfunction.

#### 4.3. General Obligations. Power Provider covenants and agrees to the following:

- (a) Except as to the approvals and permits which the BOE is securing pursuant to its pre-development expenses, the Power Provider is responsible for all approvals, consents, licenses, permits and inspections from relevant Governmental Authorities and the Local Distribution Company, and other agreements and consents necessary to enable Power Provider to coordinate the Installation Work and to provide the Power Provider Services. Failure to obtain any such approval, consent, license, or permit as a result of acts or failures to act by relevant Governmental Authorities and the Local Distribution Company shall not constitute a breach of this obligation.
- (b) Power Provider shall comply in all material respects with all Applicable Laws pertaining to Power Provider's work and the safety of persons and property.
- (c) The BOE intends to make performance data from the System available for use by facilities management staff through its SCADA System. Therefore, the monitoring system shall include provisions for the easy access to the data in an Excel compatible format.
- (d) Construction Terms. The Power Provider shall begin the project within thirty (30) days after all governmental approvals and permits have been received and a Notice to Proceed is issued by the BOE. It is anticipated that the project will be operational within three (3) months of the Notice to Proceed.

#### Section 3. Terms and Termination

3.1. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue until the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operation Date (such 15 year period, the "Initial Term") unless extended or terminated earlier pursuant to this Section 3.

3.2. Termination as Consequence of a Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Power Provider's performance of its obligations hereunder and have continued for a period of one hundred eighty (180) days, then the BOE shall be entitled to terminate this Agreement upon thirty (30) days written notice to Power Provider. If at the end of such thirty (30) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. The BOE may retain any insurance proceeds received by it as a result of the Force Majeure Event as compensation for its loss.

3.3. License to Enter. Should this Agreement be legally terminated then Power Provider shall be granted a license by the BOE to enter the Leased Premises to remove the System at Power Provider's sole cost and expense.

3.4. Termination of Agreement. Except as set forth in Section 3.3, the License Agreement incorporated herein shall terminate if this Agreement is terminated for any reason.

#### Section 4. Rights and Obligations of Power Provider

##### 4.1. System Installation.

- (a) Scope of Installation Work. At its sole cost and expense, Power Provider shall be responsible for securing all necessary approvals, permits, and shall design, build, install, maintain and operate the System. Power Provider shall further cause the System to be designed, engineered, installed and constructed in accordance with industry standards and prevailing best practices by contractor(s) licensed to undertake such work in accordance with applicable laws and regulations, including compliance with all other applicable environmental laws and regulations.
- (b) Utility Interconnection. Power Provider agrees to manage application for all necessary approvals from the Local Distribution Company, including submission of applications for interconnection of the System with the Local Distribution Company. The project will be interconnected to the electrical distribution system at the BOE. The proposed System will include all provisions to provide safe and reliable power that is fully integrated with the existing electrical distribution system.
- (c) System Acceptance Testing. Power Provider shall conduct testing of the System ("System Acceptance Testing") to confirm that the System is capable of delivering Power Provider Services in accordance with the operational requirements that Power Provider shall develop and provide to the BOE, and to confirm that the System meets all requirements established by the Local Distribution Company or any Applicable Law. If the results of such System Acceptance Testing indicate that the System is capable of delivering Power Provider Services for four (4) continuous hours using

Work, and other activities in the performance or provision of the Power Provider Services. However, the BOE reserves the right to grant additional licenses, easements, leases, or rights of way, whether recorded or unrecorded, that do not unreasonably interfere with Power Provider's use of the Site and System.

5.2. **BOE Option.** At the end of the Term, the BOE shall have the option to purchase the System at the Fair Market Value of the System at that time. Fair Market Value shall be based on the IRS value at the end of the contract. Upon receipt of the Fair Market Value payment, Power Provider will transfer the title to the System to the BOE, free and clear of any liens and encumbrances, and without warranties of any kind except as to title. The remaining period of all third party warranties for the System, to the extent transferable, will be transferred from Power Provider to the BOE.

5.3. **Security.** Power Provider shall provide and take reasonable measures, including, without limitation, commercially reasonable monitoring of the Site's alarms, for security of the System and to protect the System against loss, theft, damage and vandalism.

5.4. **Non-Interference with System.** The BOE shall not touch, disturb, move or otherwise physically interfere with the System, and it shall ensure that none of its agents, contractors or employees shall touch, disturb, move or otherwise physically interfere with the System in any way without the prior written consent of the Power Provider.

5.5. **Notice of Damage.** The BOE shall promptly notify Power Provider of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

5.6. **Solar Radiation.** The BOE shall not take any action, directly or indirectly, including, without limitation, erecting any buildings or structures that would reduce the amount of solar radiation reaching the System.

5.7. **Liens.** The BOE shall not directly or indirectly cause, create, incur, assume or suffer to exist mortgage, pledge, lien (including mechanic's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the System or any interest therein.

5.8. **Cooperation.** The BOE shall (i) provide reasonable assistance to the Power Provider in completing applications for approval and consents with respect to which Power Provider has primary responsibility, including, without limitation, interconnection with the Local Distributor Company, (ii) take whatever actions are reasonably necessary or requested by Power Provider, including without limitation, completing and executing documentation in order for the System and/or the production thereof to comply with or qualify for state and federal government subsidies; and (iii) execute all financing statements, notices, and other filings that Power Provider reasonably requests to perfect Power Provider's rights in the System.

5.9. **Intranet Connection.** The BOE shall provide Power Provider: (i) the right to connect equipment for monitoring the System and its production to the BOE intranet and/or internet networks so as to allow Power Provider, or its subcontractors, to remotely monitor the System and its production, and (ii) a working Ethernet connection to an intranet and/or internet network in the area of the BOE electrical equipment with bypass of firewall or right to locate a datalogger within firewalls.

(e) The solar energy system shall be designed to produce at least N/A of the required kilowatt hours necessary to operate the BOE facility based upon its current equipment and operations. Recent energy data and costs for the facility are provided in Exhibit E.

The Power Provider shall guarantee performance to assure that the actual kilowatt hour output of the installed system meets this requirement. Additionally, the performance guarantee shall warrant that the System will operate at an efficiency rate of its design output. In such case where the production of the solar energy facility does not meet these output requirements in any given calendar year throughout the fifteen (15) year life of the project, the Power Provider shall fully reimburse the BOE for the deficiency based upon the actual cost to purchase such energy from the utility company including transmission costs. Partial calendar years at the beginning and end of the project shall be pro-rated. This guarantee shall also warrant against energy losses that result from direct physical damage to the solar energy system or equipment breakdowns not covered by the Power Providers insurance, where in such case, the kilowatt hour output of the installed system falls below the required performance standards as specified herein.

4.4. **Ownership of System.** The System shall be the property of Power Provider, subject to the terms and conditions of this Agreement.

4.5. **System Not a Fixture.** The Parties agree that, even if the System is temporarily attached or affixed to or incorporated in or made part of the Leased Premises, such System shall not be or become a fixture or otherwise part of the real property interests constituting the Leased Premises or Site and shall not be or become subject to any Lien created by, through, or under Host. The System is and the Host and Power Provider intend that: (i) the System will, at all times, be personal property and not a "fixture" as defined by Applicable Law; (ii) to the extent the System may be connected to the real property, the System is not intended to be connected permanently to the real property and may be removed or disconnected without materially damaging the System or the real property; and (iii) the real property's prior use and purpose will not be changed by the System or by an temporary connection of the System to the real property.

4.6. **Collateral Assignment.** Power Provider may mortgage, pledge, grant security interests, or otherwise encumber the System in connection with any construction or permanent financing or refinancing obtained by Power Provider in connection with the installation or operation of the System.

4.7. **Ownership of Environmental Attributes.** Power Provider shall retain ownership of all right, title and interest in any and all Environment Attributes, including any SREC's or RECs generated therefrom. The BOE shall comply with the reasonable demands of Power Provider, if any, to ensure that Power Provider's interest in the System has priority over any of the BOE's creditors or other liabilities in accordance with the Applicable Law.

#### Section 5. Rights and Obligations of BOE

5.1. **License.** Pursuant to this Agreement, and for the Term hereof, the BOE hereby grants to Power Provider the exclusive license to use, have access to, modify, and store its equipment on the Site as reasonably necessary to perform Resource Monitoring, the Installation Work, the O&M

### Section 6. Defaults and Remedies

6.1. Event of Default. With respect to either Party, any of the following occurrences shall constitute an "Event of Default."

- (a) Failure to make a payment when due if such failure is not remedied within thirty (30) days after written notice from the party to which payment is due.
- (b) Failure to perform any other material obligation under this Agreement (except where such failure is attributable to a Force Majeure Event) if such failure is not remedied within (30) days after receipt by the defaulting party of written notice of such failure, provided, however, that this period shall be extended by an additional sixty (60) days as necessary for the defaulting party to cure such failure, so long as the defaulting party is diligently and continuously proceeding to cure such failure.
- (c) With respect to a party, the making of any general assignment for the benefit of creditors, the filing of any petition in bankruptcy or for reorganization, the appointment of a trustee or receiver, the attachment, execution or other judicial seizure of all or substantially all of the assets of such party, or such party becomes insolvent or unable to pay its debts when due.
- (d) The BOE vacating or abandoning the Site or the sale or lease of the Site other than in accordance with the assignment provisions of this Agreement, or the BOE causing, allowing to be caused, or failing to prevent any disruption to the BOE's valid, in force and up to date utility enrollment status for interconnection and supplemental power delivery.
- (e) Each written notice of an Event of Default ("Default Notice") shall provide to the defaulting party an explanation as to how the event of default may be cured.

6.2. BOE's Remedies. Following any Event of Default by Power Provider which is not cured by Power Provider or by Power Provider's assignee pursuant to the provisions of this Section, or upon Power Provider's failure to diligently commence curing an Event of Default that cannot reasonably be cured within any period of time required by this Agreement, the BOE may exercise one or more of the following remedies:

- (a) Terminate this Agreement forthwith.
- (b) Cease making payments to Power Provider hereunder other than accrued and unpaid amounts for the period prior to termination, and/or
- (c) The BOE may request that the System be removed, and the Power Provider will promptly remove all of the tangible property comprising the System from the Site at Power Provider's expense.
- (d) Exercise any other remedy it may have at law or equity or under this Agreement.

6.3. Power Provider Remedies. Following an Event of Default by the BOE which is not cured by the BOE or the BOE's assignee pursuant to the provisions of this Section, the Power Provider may exercise one or more of the following remedies without limit:

- (a) Terminate this Agreement forthwith.
- (b) Suspend all services hereunder, including, without limitation, the O&M Work.
- (c) Remove all of the tangible property comprising the System from the Site.
- (d) Exercise any other remedy it may have at law or equity or under this Agreement.

6.4. Limitation on Liability. Neither party nor any of its indemnified persons shall be liable to the other party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this Agreement, except as specifically provided herein

### Section 7. Conditions Precedent to Obligations

7.1. Conditions Precedent to Obligations of Power Provider. Power Provider's obligations under this Agreement are subject to satisfaction of the following conditions:

- (a) Site and Resource Evaluation. The Power Provider has inspected the Site and is satisfied with its suitability to proceed with the development of this System. Therefore, this shall not be a condition precedent to its obligation to perform.
- (b) Financing. The Power Provider has secured its Financing Partner and is satisfied that it can proceed with the development of the System. Therefore, this shall not be a condition precedent to its obligations to perform.
- (c) Panel Supply. The Power Provider has secured its panel supplier and is satisfied that it can proceed with the development of the System. Therefore, this shall not be a condition precedent to its obligations to perform.
- (d) Governmental Approvals. Power Provider shall have received all governmental permits and approvals, including those necessary to construct and operate the System.
- (e) System Approval. The BOE shall have approved the plans and specifications for the System (which must include, without limitation, panels certified by the state and federal government and a projection of the electric production of the System), the plans and specifications for the Installation Work, any other plans and specifications relating to the Power Provider Utility Services as the BOE may require to be provided, the System Requirements and Power Provider's installation contractors. Such approval shall not unreasonably be withheld or delayed.

project. This section is enforceable by the Financing Sources as Third Party Beneficiaries. The BOE hereby agrees that none of the Third Party Financing Sources shall be obligated to perform any obligation set forth in this Agreement or be deemed to incur any liability provided in this Agreement on the part of the Power Provider. Furthermore, Third Party Financing Sources shall have no obligation or liability to the BOE with respect to this Agreement, except to the extent any of them becomes a Party hereto pursuant to this Section 9.

**Section 10. Notices**

10.1. Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

Power Provider: Steven Durst  
 23 Oakwood Drive  
 Medford, NJ 08055

With a Copy to: \_\_\_\_\_

BOE: Pittsgrove Board of Education  
 1076 Almond Road  
 Pittsgrove, NJ 08318  
 ATTN: Suzanne Fox-Abdill  
 Business Administrator

or at such other address as may be designated in writing to the other Party.

10.2. Notice. Unless otherwise provided herein, any notice provided for in this agreement shall be hand delivered, sent by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above or below when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next business day if sent any other time), on the day after being sent when sent by overnight delivery service, or five (5) United States Postal Service business days after deposit in the mail when sent by US Mail.

10.3. Address for Invoices. All invoices under this Agreement shall be sent to the address provided in Section 10.1 above. Invoices may be sent by regular first class mail.

7.2. Notwithstanding any conflict with the terms of any condition under this Section 7.2 and other terms of the Agreement, all conditions in Section 7.1 shall be completed within a reasonable period of time from the Effective Date pursuant to the good faith efforts of the Parties. Power Provider shall have the right to terminate this Agreement upon sixty (60) days' notice to the BOE if, despite Power Provider's best efforts, any condition cannot be met within a reasonable period of time from the Effective Date.

7.3. Waiver. Any condition under Section 7.1 may be waived, by written notice to the BOE, by Power Provider in Power Provider's sole discretion, without the consent of the BOE.

**Section 8. Representations and Warranties**

8.1. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) It is duly organized, validly existing, and in good standing in the jurisdiction of its organization.
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement.
- (d) This Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms.
- (e) To the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business or assets (including, without limitation, with respect to the BOE, the Site or any interest therein) that would affect its ability to carry out the transactions contemplated herein.
- (f) Its execution of and performance under this Agreement shall not violate any existing Applicable Law or any agreement to which it is a party.

**Section 9. Assignment**

9.1. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and assigns.

9.2. Mutual Consent. Any assignment of the Agreement requires the mutual consent of both parties.

9.3. Financing Sources That Are Third Parties. The provisions of this Section are for the benefit of the Financing Sources that are Third Parties and not partners in the development of this



### Section 12. Indemnity

12.1. Power Provider's Indemnity. Power Provider agrees that it shall indemnify and hold harmless the BOE and its Board members, officers and employees (collectively, the "BOE Indemnified Parties") from and against any and all liability, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings and all reasonable attorneys' fees incurred by the BOE Indemnified Parties in connection therewith, arising from or out of any acts, omissions or other conduct of Power Provider or any of its officers, agents, employees, contractors or subcontractors in connection with (i) property damage or personal injury to the extent such acts, omissions or other conduct arise out of Power Provider's negligence or willful misconduct or (ii) any claim by third parties that Power Provider has infringed ownership rights in intellectual property. Power Provider shall not, however, be required to reimburse or indemnify any BOE Indemnified Party for any loss or claim to the extent such loss or claim is due, in whole or in part, to the negligence or willful misconduct of any BOE Indemnified Party.

### Section 13. Insurance

13.1. Generally. Power Provider shall maintain the following insurance coverages in full force and effect throughout the Term, with such policies naming the BOE as an additional insured:

- (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law.
- (b) Commercial General Liability Insurance on an occurrence basis, including premises and operations, personal injury, broad form property damage, products/completed operations, and contractual liability all with a combined single limit of three million dollars (\$3,000,000) per occurrence and general aggregate.
- (c) Motor vehicle liability insurance during construction for bodily injury and property damage including applicable No-Fault coverage in a combined single limit of three million dollars (\$3,000,000) per accident and general aggregate. Coverage shall include all owned vehicles and all hired vehicles.
- (d) Property and casualty insurance for full replacement values on all solar photovoltaic modules, invertors, interconnections, and related equipment including site infrastructures.

13.2. Insurance Certificates. Copies of the insurance certificates verifying coverage shall be filed with the BOE during the term of this Contract or during construction as applicable. All insurance maintained hereunder shall be maintained with reputable insurance companies.

### Section 14. Limitation on Damages

14.1. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out, or in connection with this Agreement.

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### Section 11. Confidentiality

11.1. Restrictions on Use. If either Party provides Confidential information or Proprietary information to the other Party, or if in the course of performing under this Agreement a Party comes into possession of Confidential information or Proprietary of the other Party, the Receiving Party shall use the Disclosing Party's information only (a) for the purpose of performing under this Agreement, and (b) for such other purposes, if any, as the Disclosing Party may expressly authorize in writing.

11.2. Restrictions on Disclosure. The Receiving Party shall not disclose any of the Disclosing Party's Confidential information or Proprietary information to any agent, contractor or other person not employed by the Receiving Party, except (a) its directors, accountants and attorneys, (b) Power Provider's financing sources and potential financing sources and (c) such other persons, if any, as to whom the Disclosing Party consents in writing (each person described in clause (a), (b) or (c) being referred to herein as a "Permitted Third Party"). However, the Receiving Party may disclose Confidential information or Proprietary information to its employees and permitted Third Parties who need such information to carry out a permitted use on behalf of the Receiving Party.

11.3. Permitted Disclosures. The obligations of confidentiality and restrictions on use set forth in Sections 11.1 and 11.2 hereof shall not apply to any information that the Receiving Party can demonstrate: (a) was generally available to the public at the time of disclosure to Receiving Party or subsequently became generally available to the public through no act or omission attributable to the Receiving Party, (b) was rightfully in the possession of the Receiving Party, without an obligation of confidentiality to the Disclosing Party, which is not and was not bound by a confidentiality agreement with the Disclosing Party, or prior to the date of this Agreement, (c) is hereafter received by the Receiving Party from a third party other than the Disclosing Party, which is not and was not bound by a confidentiality agreement with the Disclosing Party or which otherwise did not have a duty of confidentiality to the Disclosing Party covering such information of which the Receiving Party has actual knowledge, or (d) such Confidential information is independently developed by the Receiving Party or its representatives entirely without reference to the Confidential information or Proprietary information.

11.4. Return of Materials. Upon the request of the Disclosing Party, the Receiving Party shall, at its option, deliver to the Disclosing Party or destroy all documents, disks, copies and other materials representing or containing the Disclosing Party's Confidential information (or any part thereof), including erasing or destroying all such information stored or running in computer memory or in any other data storage device, except for a single copy of the Disclosing Party's Confidential information which may be retained solely for archival purposes.

11.5. Enforcement of Confidentiality Obligation. Each Party agrees that the provisions of this Section 11 are necessary for the production of the business and goodwill of the Parties and are considered by the Parties to be reasonable for that purpose. Any Party aggrieved by the act of disclosure may seek appropriate relief from the applicable court.

11.6. Survival. The obligations set forth in this Section 11 shall survive expiration or termination of this Agreement for a period of three (3) years or as required by Applicable Law.

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Section 15. Miscellaneous

15.1. Integration. This Agreement together with the Proposal, exhibits and attachments constitute the entire Agreement and understanding between the Power Provider and the BOE with respect to the subject matter hereof and supersedes all prior agreements between them relating to the subject matter hereof. In the event of any conflict between the provisions of this Agreement and those of any exhibits, the Proposal or attachments, the provisions of this Agreement shall prevail.

15.2. Interpretation. The captions or heading in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotations shall be interpreted as singular, as the identity of the parties or objects referred to may require.

15.3. Amendments. This Agreement may only be amended, modified, or supplemented pursuant to Section 3.7 or upon consent of the Parties by an instrument in writing executed by duly authorized representatives of the BOE, Power Provider and any Financing Sources, provided, that Power Provider may unilaterally amend Exhibit B (add other schedules if necessary) to include the Final Drawings.

15.4. Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Power Provider or BOE shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

15.5. Limited Effect of Waiver. The failure of either Power Provider or BOE to enforce any of the provisions of this Agreement, or the waiver thereof in any instances shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

15.6. Survival. In addition to the other provisions of this Agreement that shall survive any expiration or termination hereof in accordance with the explicit terms thereof, Section 2, 11 and 12 shall survive the expiration or termination of this Agreement for any reason.

15.7. Governing Law/Disputes. The Parties agree that principles of good faith and fair dealing will apply to all dealings under this Agreement. This Agreement shall be governed by the laws of the State of New Jersey. The Parties shall attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. If the Dispute remains unresolved, the Parties shall submit to non-binding mediation. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mutually agreeable mediator. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party. Any Dispute that is not settled to the mutual satisfaction of the Parties shall be litigated in a court of competent jurisdiction located in New Jersey. The provisions of this Section 15 shall survive any termination of this Agreement and shall apply to any disputes arising out of this Agreement.

15.8. Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder

of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

15.9. Relation of the Parties. This Agreement in itself does not create a relationship between Power Provider and the BOE as partners, agents, or joint ventures, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Power Provider and the BOE, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

15.10. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile transmission of executed copies or signature pages for this Agreement shall be legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Solar Power Energy Services Agreement as an instrument under seal as of the Effective date.

PITTSBORO  
BOARD OF EDUCATION

By \_\_\_\_\_  
Dominick J. Mileta, III  
President

ATTEST:

\_\_\_\_\_  
Suzanne R. Fox-Abdill  
Business Administrator

SYNNERGY, LLC

By \_\_\_\_\_

I have the authority to bind the Company.

WITNESS:

**PITTSBOROUGH TOWNSHIP SCHOOLS**  
**1076 ALMOND ROAD**  
**PITTSBOROUGH, NJ 08318**

**BUSINESS SERVICES AGREEMENT**

**WOODBINE BOROUGH BOARD OF EDUCATION**  
**2015-2016 SCHOOL YEAR**

That the Woodbine Borough Board of Education (Woodbine) will contract with the Pittsgrove Township Board of Education (Pittsgrove) to provide the following services to Woodbine, effective July 1, 2015 through June 30, 2016.

**General Requirements**

- A. To maintain all records and correspondence of the Board of Education as directed by New Jersey Statutes and to manage all financial affairs of the district to provide optimum educational services.
- B. Area of Responsibility – Business Office, Transportation, Maintenance and Operations, Food Service, non-certified personnel as directed by the Chief School Administrator and the Board of Education.
- C. Qualifications – Must hold appropriate New Jersey Certification.

**Performance Responsibilities**

- A. To keep all contracts, securities, records and documents belonging to the Board of Education.
- B. To serve as the general accountant of the Board and keep correct and detailed accounts of all financial transactions as prescribed by statute and Board regulation.
- C. To act as official purchasing agent of the Board of Education, including monitoring all requisitioning procedures.
- D. To audit all claims, invoices and demands against the Board of Education and to present those to the Board for payment.
  - a. Handle all inquiries concerning accounts payable.
  - b. Handle all aspects of inputting the school budget in the computer for each school year.
  - c. Preparation and verification of a list of monthly bills for payment by the Board of Education.
  - d. Conduit between the Board Secretary and Treasurer of School Funds in the areas including receipts, expenditures and the payroll accounts.
  - e. Monthly balancing of Board of Education bank accounts.
- E. To report to the Board at each regular meeting on all financial transactions and on the status of all accounts of the Board.
- F. To prepare a detailed report of all financial transactions of the Board at the end of the fiscal year and file a copy of the same with the County Superintendent.
- G. To be responsible for the advertisement and tabulation of all bids and the notification of all contracts awarded in the name of the Board.
- H. To attend (or designate) all Board meetings, record all proceedings of the Board and in accordance with the Chief School Administrator, handle Board correspondence.
- I. To notify all members of the Board of all regular and special meetings of the Board.

**Business Services Agreement – Woodbine Borough Board of Education**

- J. To take actions to ensure that all tuition, fees and monies are collected that are due the Board of Education and transfer the same to the Custodian of School Funds.
- K. To supervise the preparation of the payrolls for certificated and non-certificated personnel, making sure that all deductions are made, as required by law, and transmitting all wage deductions to the proper authority, and submitting all necessary information.
  - a. Receiving and processing of payroll requests for all district employees, via computer.
  - b. Processing of all employee deductions and agency checks for disbursement; e.g. credit union and association dues.
  - c. Preparation and timely filing of all mandated state and federal reports associated with the payroll process.
  - d. Handling of all employee benefits including pension, life insurance, and health benefits.
  - e. Communicating with local employees and agencies concerning benefits, reports and payroll information.
- L. To have general responsibility for the operation of the insurance program.
- M. To supervise all district operated transportation services, including proper operation and maintenance of vehicles, as well as monitor transportation agreements.
- N. To be responsible for general supervision and financial reporting to the Board and other agencies of Federal and State Government for the business operations of the school food services program.
- O. To work with the Board, the Chief School Administrator, and other members of the administrative team, architects and attorneys in planning future construction, contracting and acquiring suitable financing.
- P. To oversee the hiring, training, supervision, and evaluation of all non-certificated personnel employed in the Board office.
- Q. To assist the Chief School Administrator in planning and preparing the annual budget as well as long term planning and allocation of resources.
- R. In conjunction with the Chief School Administrator to help interpret the budget and other financial concerns to the community.
- S. To act as advisor to the Board and Chief School Administrator on all questions relating to business and financial affairs.

The Pittsgrove Township Board of Education does not have review or oversight ability over its employee providing the business services in question, while he or she is working in the contracting district and the Pittsgrove Township Board of Education has no control over his or her actions or work while performing those duties.

Therefore, the Woodbine Borough Board of Education holds the Pittsgrove Township Board of Education harmless for any and all actions engaged in by their employees while providing business services to the Woodbine Borough Board of Education, eliminating any and all claims that might be asserted for any reason whatsoever against the Pittsgrove Township Board of Education as a result of the actions of its employee when providing business services to the Woodbine Borough Board of Education.

Employees that come under the responsibility of the contracted business administrator will share the school calendar of Pittsgrove Township Board of Education. Future contracts will be mutually developed and prepared by May of each year for appropriate Board consideration.

**Business Services Agreement – Woodbine Borough Board of Education**

The total fee for these services for the 2015-2016 school year is \$65,000.00.

Payments from Woodbine for these business services will be made as follows:

Due Date	Amount
7/15/2015	\$16,250.00
10/15/2015	\$16,250.00
01/15/2016	\$16,250.00
04/15/2016	\$16,250.00

Additional services may be added to this contract as negotiated in the future.

The parties agree that either may terminate this Agreement upon thirty (30) days written notice upon the other. No cause shall be required for either party to terminate this Agreement. Should any dispute arise regarding the termination of this Agreement, it shall be submitted to the County Superintendent for resolution. His or her decision regarding any such dispute shall be final.

Neither party shall have any further financial responsibility to the other arising out of this Agreement, other than the payments called for in the body of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PITTSBURGH TOWNSHIP  
BOARD OF EDUCATION

WOODBINE BOROUGH  
BOARD OF EDUCATION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date of Board Adoption

\_\_\_\_\_  
Date of Board Adoption

SA  
3/16/15

**PITTSBURGH TOWNSHIP BOARD OF EDUCATION FILE CODE: 5127**

Pittsgrove, New Jersey

Monitored

X Mandated

X Other Reasons

**Policy**

**COMMENCEMENT ACTIVITIES**

Graduation shall not occur prior to completion of the required 180 days of pupil instruction.

**Guidelines for Graduation Year Activities**

Pupil participation in special graduation year activities will require conduct of the highest caliber in all school situations. Criteria for exclusion from these activities concern consistent behavioral patterns and shall include, but not be limited to:

- A. Consistent involvement in disciplinary action(s);
- B. Suspension;
- C. Collaborative evaluation by the staff

The final decision shall be made by the chief school administrator. Pupils and parents/guardians shall be given advance notification of these criteria.

**Graduation Procedures and Ceremonies**

No pupil shall be barred from participation in graduation ceremonies for arbitrary or discriminatory reasons. A pupil who may be prevented from participation and his/her parents/guardians shall be so notified in advance and no later than two (2) days prior to the close of the school year.

When a pupil or his/her parents/guardians experiences financial hardship and is unable to pay the costs of participation in graduation ceremonies, the board shall assume the costs of the following items:

- A. Rental or purchase of cap and gown;
- B. One year book;
- C. Other, as may be determined by the board.

Financial hardship shall be defined by eligibility standards for free and reduced price meals under the state school lunch program. School officials (i.e. School Nurse) shall be governed by 18A:33-4 and N.J.A.C. 2:36.1.5 (2013) in administering eligibility.

The board reserves the right to deny participation in graduation activities when extreme circumstances warrant it. Such denial shall be treated in the same manner as a suspension and the pupil so affected shall be afforded the rights of review provided in policies of this board. The board reserves the right to withhold a diploma and transcripts until all fines are paid.

PITTSBORO TOWNSHIP BOARD OF EDUCATION FILE CODE: 5127  
 Pittsgrove, New Jersey

Monitored  
 Mandated  
 Other Reasons

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The board reserves the right to withhold a diploma and transcripts until all fines are paid.  
Awarding of Diplomas

Awarding of Diplomas  
 File Code: 5127  
 COMMENCEMENT ACTIVITIES (continued)

A board member shall present a copy of the Declaration of Independence, the Constitution of the United States and the amendments thereto, and the Constitution of the State of New Jersey and the amendments thereto to each pupil upon graduation from elementary school.

The current High School Principal, along with the members of the board of education, shall award the diplomas. Upon written request, former Pittsgrove board members, current sending district board members and current Pittsgrove Township School District employees in good standing may be afforded the opportunity to award diplomas to graduates for whom they are the parent, grandparent or legal guardian. Written requests shall be made to the Board of Education at least 60 days prior to the commencement ceremony and are subject to board approval.

The board shall not prevent, or otherwise deny participation in, constitutionally protected prayer in any district school, consistent with guidance issued by the United States Department of Education and applicable judicial decisions interpreting the religion clauses of the First Amendment of the U.S. Constitution.

Adopted: 7/11/94  
 NJSBA Review/Update: November 2008  
 BOE Review/Update: August 2013  
 Readopted: 4/16/09; 9/23/13  
 Key Words  
 Commencement Activities, Graduation Ceremonies

Legal References: N.J.S.A. 18A:7C-5.1 Boards of education prohibited from excluding students from graduation ceremony or from obtaining yearbook for inability to pay fees  
 N.J.S.A. 18A:11-1 General mandatory powers and duties  
 N.J.S.A. 18A:36-18 Books containing organic laws at graduation  
 N.J.S.A. 18A:37-2 Causes for suspension or expulsion of pupils  
 N.J.S.A. 18A:54-20 Powers of board (county vocational schools)  
 N.J.A.C. 6A:8-5.1 et seq. Implementation of Graduation Requirements  
 N.J.A.C. 6A:16-7.1 et seq. Student Conduct  
 Ballato v. Long Branch Board of Education, 1990 S.L.D. (August 20)  
 Lee v. Weisman, 112 S.Ct. 2649 (1992)  
 R.L. v. Kingsway Regional Board of Education, 95 NJAR2d (EDU) 296  
 D.O.G v. Ridgefield Park Board of Education, 96 NJAR2d (EDU) 820  
 R.F. v. Park Ridge Board of Education, 97 NJAR2d (EDU) 1  
 American Civil Liberties Union v. Blackhorse Pike Regional Board of Education, 84 F.3d 1471 (3d Cir. 1996)

- Possible Cross References:
- \*5113 Absences and excuses
  - \*5114 Suspension and expulsion
  - \*5126 Awards for achievement
  - \*5131 Conduct/discipline
  - \*6111 School calendar
  - \*6115 Ceremonies and observances
  - \*6141.2 Recognition of religious beliefs and customs
  - \*6146 Graduation requirements

\*Indicates policy is included in the Critical Policy Reference Manual.

File Code: 5127

COMMENCEMENT ACTIVITIES (continued)

- \*5131 Conduct/discipline
- \*6111 School calendar
- \*6115 Ceremonies and observances
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File Code: 5127

COMMENCEMENT ACTIVITIES (continued)

A board member shall present a copy of the Declaration of Independence, the Constitution of the United States and the amendments thereto, and the Constitution of the State of New Jersey and the amendments thereto to each pupil upon graduation from elementary school.

The members of the board of education shall award the diplomas. Former Pittsgrove board members and current sending district board members may be afforded the opportunity to award diplomas to their own children and grandchildren.

The board shall not prevent, or otherwise deny participation in, constitutionally protected prayer in any district school, consistent with guidance issued by the United States Department of Education and applicable judicial decisions interpreting the religion clauses of the First Amendment of the U.S. Constitution.

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D.C. v. Parsippany Troy Hills Board of Education, 96 NJAR2d (EDU) 697

DOG v. Riddefield Park Board of Education, 96 NJAR2d (EDU) 820

R.F. v. Park Ridge Board of Education, 97 NJAR2d (EDU) 1

American Civil Liberties Union v. Blackhorse Pike Regional Board of Education, 84 1471 (3d Cir. 1996)

F.3d

Possible

**Gross References:** \*5113 Absences and excuses  
 \*5114 Suspension and expulsion  
 \*5126 Awards for achievement