

Hamilton Township Public Schools
Mays Landing, New Jersey

Agenda for Regular Meeting – January 17, 2012

Location: Davies School Library
Time: 6:00 p.m.

- I. Flag Salute Page
- II. Notice of Advertisement of Meeting

This meeting is being held in compliance with the Sunshine Law, having been advertised in the Press of Atlantic City and the Atlantic County Record and its affiliates and a notice posted with the Township Clerk on the Bulletin Board at the following locations: Mizpah Social Services Center, Mizpah Post Office, Mays Landing Post Office, Atlantic County Library, as well as all the schools of the district. Mechanical devices are being used to both audio-tape and video-tape this meeting.

- III. Roll Call
- IV. Executive Session
- 1. Litigation
 - 2. Personnel
- V. Approval of Minutes

- | | | |
|--------|--|----|
| Action | A. Executive session of the meeting of December 20, 2011 (attachment V-A – Regular Session will be provided through e-mail prior to the meeting) | 11 |
| | 1. Corrections _____

_____ | |
| | Motion _____ Second _____ Vote _____ | |
| Action | B. Executive session of the Special Meeting of January 4, 2012 (attachment V-B – Regular Session will be provided through e-mail prior to the meeting) | 12 |

1. Corrections _____

Motion _____ Second _____ Vote _____

VI. Correspondence

VII. Receive comments from the public on tonight's agenda items in accordance with the Board's policy on participation at Board meeting

VIII. Board Member Comments

IX. Superintendent/Staff Reports

A. Information Items

1. Dates to Remember

- January 17, 2012 – Board of Education Meeting – Davies School – 6:00 p.m.
- February 7, 2012 – Board of Education Meeting – Davies School – 7:00 p.m.
- February 10, 2012 – Facilities Committee Meeting – Board Office – 7:30 a.m.
- February 15, 2012 – Transportation/Discipline Committee – Board Office – 4:00 p.m. *(Tentative)*
- February 15, 2012 – Personnel Committee – Board Office – 5:00 p.m.
- February 21, 2012 – Curriculum Committee Meeting – Davies School – 6:00 p.m.
- February 21, 2012 – Board of Education Meeting – Davies School – 7:00 p.m.

FYI	B. Registration/Transfer Statistics for the Month of December, 2011(attachment IX-B).	13
FYI	C. Enrollment (attachment IX-C)	14
FYI	D. Harassment, Intimidation and Bullying Incident Log (attachment IX-D)	15
FYI	E. Student Discipline Reports for the month of December, 2011(attachment IX-E)	16

FYI	F.	Academic Achievement Lists for the First Trimester for Grades 4 and 5 (attachment IX-F)	62
FYI	G.	New Homes and Certificates of Occupancy for the month of December, 2011 (attachment IX-G)	67
FYI	H.	<u>Shaner Winter Concerts</u> (attachment IX-H)	68
		<ul style="list-style-type: none"> ♪ February 1, 2012 – 10:00 a.m. ♪ February 2, 2012 – 10:00 a.m. ♪ February 3, 2012 – 10:00 a.m. All performances will be held in the multi-purpose room	
FYI	I.	Kim C. Belin, Esquire of the Cooper, Levenson Law Firm will present an award to Davies School student, Cynthia Cheng whose design was one of five designs chosen to be placed on their holiday cards. Four other winners were chosen from other school districts.	
FYI	J.	Special presentation to the Hamilton Township Board of Education to honor their service to our schools.	
	X.	Committees and Recommendations	
	A.	Facilities Committee - Mrs. Befano	
	B.	Curriculum Committee - Mrs. Kupp	
	C.	Finance Committee - Mr. Ludwick	
Action	1.	Motion to approve budget transfers in the amount of \$70,018.32 (attachment X-C-1). Motion _____ Second _____ Vote _____	69
Action	2.	Motion to accept the Superintendent's and Board Secretary's certification that they have reviewed all bills and purchase orders which are listed on the bill list, and hereby certify to the Board of Education that all purchase orders are sufficiently encumbered to cover the submitted bills, and further that all goods and services have been previously received. Motion _____ Second _____ Vote _____	
FYI	3.	Purchase orders issued for services, supplies and equipment in the amount of \$893,842.45 (attachment X-C-3)	70

- Action 4. Motion to approve the following bills and payroll in the total amount of \$7,312,306.97 (attachment X-C-4): 75
- | <u>Fund</u> | <u>Title</u> | <u>Amount</u> |
|-------------|--------------------------|---------------|
| 10 | General Fund | \$22,775.00 |
| 10 | General Fund/Payroll | 317,586.54 |
| 11 | Current Expense | 980,319.47 |
| 11 | Current Expense/Payroll | 3,025,912.08 |
| 18 | Education Jobs – Payroll | 106,655.15 |
| 20 | Special Revenue | 45,472.55 |
| 20 | Special Revenue/Payroll | 66,543.72 |
| 30 | Building Projects | 134,467.75 |
| 40 | Debt Service | 2,389,114.75 |
| 50 | Cafeteria | 175,615.30 |
| 50 | Kids’ Corner | 30,733.48 |
| 50 | Community Education | 6,181.20 |
| 50 | Camp Blue Star | 10,929.98 |
- Motion _____ Second _____ Vote _____
- Action 5. Motion to approve a resolution for Travel and Related Expense Reimbursement (attachment X-C-5). 108
- Motion _____ Second _____ Vote _____
- Action 6. Motion to approve staff attendance at seminars, workshops and conferences, including costs related to applicable reimbursable expenses, during the 2011-2012 school year (attachment X-C-6). 110
- Motion _____ Second _____ Vote _____
- Action 7. Motion to approve an Out-of-District Placement for the 2011-2012 school year (attachment X-C-7). 111
- Motion _____ Second _____ Vote _____

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|--|--|-----|
| Action | <p>8. Motion to approve a contract with Preferred Home Health Care and Nursing Services, Inc. to provide nursing services to a pre-school student who is medically fragile, effective for the period from November 18, 2011 through June 30, 2012. Services will be provided on all school days and includes transportation to and from school (attachment X-C-8). The fees charged are at the following rates:</p> <p style="padding-left: 40px;">\$45.00 per hour for services provided by a Licensed Practical Nurse
 \$50.00 per hour for services provided by a Registered Nurse</p> <p>Motion _____ Second _____ Vote _____</p> | 112 |
| Action | <p>9. Motion to approve a contract with Energy Education, Inc. to provide energy conservation services to the district at a cost of \$12,450.00 a month beginning September, 2012 for a period of 48 months (attachment X-C-9).</p> <p>Motion _____ Second _____ Vote _____</p> | 117 |
| <p>D. Personnel/Negotiations Committee – Dr. May
 All personnel actions are being taken by the recommendation of the Superintendent.</p> | | |
| Action | <p>1. Motion to approve district substitutes for the 2011 - 2012 school year (attachment X-D-1).</p> <p>Motion _____ Second _____ Vote _____</p> | 126 |
| Action | <p>2. Motion to approve fieldwork placements for the 2011-2012 school year (attachment X-D-2).</p> <p>Motion _____ Second _____ Vote _____</p> | 127 |
| Action | <p>3. Motion to approve homebound instruction for the 2011-2012 school year (attachment X-D-3).</p> <p>Motion _____ Second _____ Vote _____</p> | 134 |
| Action | <p>4. Motion to accept a notice of resignation from Anne Christiansen, Davies School Paraprofessional, effective December 21, 2011 with her last day of employment to be on January 13, 2012 (attachment X-D-4).</p> <p>Motion _____ Second _____ Vote _____</p> | 142 |

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|---------------|--|-----|
| Action | 5. Motion to accept a letter of resignation from Felicia Barber, Hess School Paraprofessional, effective December 14, 2011 with her last day of employment to be on January 23, 2012 (attachment X-D-5). | 143 |
| | Motion _____ Second _____ Vote _____ | |
| Action | 6. Motion to approve an internal transfer for the 2011-2012 school year (attachment X-D-6). | 145 |
| | Motion _____ Second _____ Vote _____ | |
| Action | 7. Motion to approve Vicki Myers as mentor for Jessica Kempton, Davies School Special Education teacher beginning March 17, 2012. | |
| | Motion _____ Second _____ Vote _____ | |
| Action | 8. Motion to accept a notice of retirement from Donna Martin, Shaner School Administrative Secretary effective July 1, 2012 with her last day of employment to be on June 30, 2012 (attachment X-D-8). | 146 |
| | Motion _____ Second _____ Vote _____ | |
| Action | 9. Motion to approve Stockton College Speech and Language students to complete their internship programs at the Davies, Hess and Shaner schools during the period January 18, 2012 through May 18, 2012 (attachment X-D-9). | 147 |
| | Motion _____ Second _____ Vote _____ | |
| Action | 10. Motion to grant permission for Michelle M. Cappelluti, Superintendent of Schools, to observe and record findings from work done in the district's professional learning communities as it relates to student achievement in language arts literacy. This research will be used for the purpose of completing a doctoral dissertation through Argosy University to commence sometime after January 23, 2012. Observation will occur during regular morning meetings with teachers on a voluntary basis in grades two and three. No student or teacher names will be used in the document. All findings will be shared with the Board of Education upon completion. | |
| | Motion _____ Second _____ Vote _____ | |

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|---------------|---|------------|
| Action | <p>11. Motion to approve local and grant funded extra-curricular activities (clubs and activities) and staff stipends for the 2011-2012 school year (attachment X-D-11).</p> <p>Motion _____ Second _____ Vote _____</p> | 148 |
| Action | <p>12. Motion to accept a notice of retirement from Hedy Ingersoll, Child Study Team Secretary, effective July 1, 2012 with her last day of employment to be on June 30, 2012 (attachment X-D-12).</p> <p>Motion _____ Second _____ Vote _____</p> | 149 |
| Action | <p>13. Motion to accept a notice of retirement from Jane Ralph, Shaner School teacher, effective July 1, 2012 with her last day of employment to be on June 30, 2012 (attachment X-D-13).</p> <p>Motion _____ Second _____ Vote _____</p> | 150 |
| Action | <p>14. Motion to approve a revised Job Description for Payroll Coordinator (attachment X-D-14).</p> <p>Motion _____ Second _____ Vote _____</p> | 151 |
| Action | <p>15. Motion to approve the following Kid's Corner substitute at the rate of \$10.00/hour:</p> <p>Evelyn Dodd</p> <p>Motion _____ Second _____ Vote _____</p> | |
| Action | <p>16. Motion to accept a letter of resignation from Tara Warker, Hess School teacher effective January 11, 2012 with her last day of employment to be on January 27, 2012 (attachment X-D-16).</p> <p>Motion _____ Second _____ Vote _____</p> | 153 |
| Action | <p>17. Motion to approve a maternity leave of absence for Jennifer Polo, Hess School Teacher. Ms. Polo has requested to use accumulated sick time beginning March 5, 2012 through March 28, 2012. Ms. Olkowski has also requested to be placed on Family Medical Leave from March 29, 2012 through April 30, 2012 and New Jersey Family Leave from May 1, 2012 through the end of the school year with a return to work date of September 1, 2012 (attachment X-D-17).</p> <p>Motion _____ Second _____ Vote _____</p> | 154 |

Action 18. Motion to approve Janice Barber as part-time Shaner 155
School Paraprofessional for the period January 25,
2012 through June 30, 2012, Paraprofessional Guide,
Step 9, for a total annual salary of \$16,811.00
(attachment X-D-18)

Ms. Barber is a replacement for Jillian Lewis who is
replacing M. Levy.

Motion _____ Second _____ Vote _____

Action 19. Motion to approve Maria Bachinsky as a full-time Hess 158
School BSI Teacher for the period January 19, 2012
through June 30, 2012, B.A., Step 1, for a total annual
salary of \$44,352.00, pro-rated (attachment X-D-19).

Ms. Bachinsky is a replacement for Tara Warker who
has resigned.

Motion _____ Second _____ Vote _____

Action 20. Motion to approve Wendy McKensie as a full-time Hess 162
School Teacher for the period February 21, 2012
through June 30, 2012, M.A., Step 4, for a total annual
salary of \$47,915.00, pro-rated (attachment X-D-20).

Ms. McKensie is a replacement for Jennifer Polo who
will be on a maternity leave of absence.

Motion _____ Second _____ Vote _____

Action 21. Motion to approve Robin Dickson as a full-time 166
Payroll Coordinator for the period February 22, 2012
through June 30, 2012 at an annual salary of
\$50,000.00, pro-rated (attachment X-D-21).

Ms. Dickson is a replacement for Madeline Parent who
has resigned.

Motion _____ Second _____ Vote _____

E. Policy Committee - Mr. Aiken

Action 1. Motion to approve Bylaw #0168 – Recording Board
Meetings on second reading.
Motion _____ Second _____ Vote _____

Action 2. Motion to approve Policy #0167 – Public Participation
in Board Meetings on second reading.
Motion _____ Second _____ Vote _____

- Action 3. Motion to approve Policy #5519 – Dating Violence at School on second reading.
Motion_____Second_____Vote_____
- Action 4. Motion to approve Regulation #5519 – Dating Violence at School on second reading.
Motion_____Second_____Vote_____
- Action 5. Motion to approve Policy #6424 – Emergency Contracts on second reading.
Motion_____Second_____Vote_____
- Action 6. Motion to approve Policy #6472 – Tuition Assistance on second reading.
Motion_____Second_____Vote_____
- Action 7. Motion to approve Policy #8505 – School Nutrition on second reading.
Motion_____Second_____Vote_____
- Action 8. Motion to approve Policy #9180 – School Volunteers on second reading.
Motion_____Second_____Vote_____
- Action 9. Motion to approve Policy #9181 – Volunteer Athletic Coaches and Co-Curricular Activity Advisors/Assistants on second reading.
Motion_____Second_____Vote_____

F. Transportation Committee - Mr. Anderson

- Action 1. Motion to approve a jointure contract between the Greater Egg Harbor Regional High School District (GEHR) and the Hamilton Township School District, Quoted Route #SA12 for the transportation of two homeless students (one attending Oakcrest and one attending Davies) in Egg Harbor Township beginning December 19, 2011 through June 12, 2012 at a cost of \$140.00 per diem, for 112 days, for a total cost of \$15,680.00. The cost is split between GEHR and the Hamilton Township School District. The cost to our district is \$7,840.00.
Motion_____Second_____Vote_____

Action

2. **Motion to approve a jointure contract between the Greater Egg Harbor Regional High School District and the Hamilton Township School District for Quoted Route #MCL12 for the transportation of three homeless students living in Egg Harbor Township who attend the Hess School, beginning January 9, 2012 through February 22, 2012 at a cost of \$140.00 per diem, for 30 days at a total cost of \$4,200.00**
Motion _____ Second _____ Vote _____

XI. Resolutions

XII. Solicitor's Report

XIII. Unfinished Business

XIV. New Business (consideration of additional items that may be properly presented to the Board of Education at this time)

XV. Receive comments from the public in accordance with the Board's policy on participation at Board meeting

XVI. Executive Session

Resolved that pursuant to Sections 7 and 8 of the Open Public Meetings Act, the public shall be excluded from that portion of the meeting involving discussion of _____.

Further resolved that the discussion of such subject matter in executive session can be disclosed to the public when formal action is taken on such subject matter or at any other appropriate time.

Motion _____ Second _____ Vote _____

XVII. Adjournment

IX-B

To: Mrs. Michelle M. Cappelluti
Re: Registration/Address Change/Transfer Statistics

2011 - 2012

	Registrations	Address Changes	Transfers
September	78	24	68
October	26	12	27
November	29	24	17
December	19	18	22
January			
February			
March			
April			
May			
June			
July			
August			

Joyce E. Graumann
Registration Secretary
cc: M. Jamison
 T. Vogt
 D. Cartwright
 C. LoPresto

2011-2012
STUDENT ENROLLMENT
HAMILTON TOWNSHIP SCHOOL DISTRICT ENROLLMENT

	September		October		November		December		January		February		March		April		May		As of June	
	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS	# of Rooms	*ACS
Preschool	159	22.714	157	22.4	159	22.7	159	22.714	7	0	7	0	7	0	7	0	7	0	7	0
Kindergarten	286	20.429	289	20.64	287	20.5	285	20.357	14	0	14	0	14	0	14	0	14	0	14	0
Grade 1	320	18.824	316	18.59	317	18.65	315	18.529	17	0	17	0	17	0	17	0	17	0	17	0
Grade 2	345	24.643	344	24.57	344	24.57	342	24.429	14	0	14	0	14	0	14	0	14	0	14	0
Grade 3	316	22.571	311	22.21	310	22.14	310	22.143	14	0	14	0	14	0	14	0	14	0	14	0
Grade 4	310	22.143	311	22.21	314	22.43	315	22.5	14	0	14	0	14	0	14	0	14	0	14	0
Grade 5	334	23.857	332	23.71	333	23.79	331	23.643	14	0	14	0	14	0	14	0	14	0	14	0
Grade 6	319	18.765	318	18.71	317	18.65	320	18.824	17	0	17	0	17	0	17	0	17	0	17	0
Grade 7	299	18.688	303	18.94	304	19	304	19	16	0	16	0	16	0	16	0	16	0	16	0
Grade 8	347	20.412	351	20.65	353	20.76	350	20.588	17	0	17	0	17	0	17	0	17	0	17	0
**Self Contained	124	8.2667	123	8.2	125	8.333	126	8.4	15	0	15	0	15	0	15	0	15	0	15	0
Totals	3159		3155		3163		3157		0		0		0		0		0		0	

*ACS - Average Class Size
** Self Contained Figures include Pre-K

1X-C

14

Hamilton Township
School District

Academic Achievement Lists

Grades 4 and 5

1st Trimester
2011-2012

**Grade 4 Academic Recognition
Green, Blue, Purple and Silver Houses
First Trimester 2011-2012**

Joseph	Allen
Matthew	Barrera
Jason	Bator
Chloe	Beasley
Colin	Beasley
Jade	Broskey
Sarah	Brosman
Tyler	Caggia
Juliana	Carmean
Katie	Compton
Jackie	Copperman
Gabriella	Costantini
Kyle	Egrie
Evelyn	Flickinger
Gabrielle	Garrison
Nathalia	Gomez
Tyler	Gregson
Cara	Grunwald
Tyger	Haines
Nicholas	Ingegneri
Odell	Jackson
Vivek	Kolli
Chloe	Leger
Rachael	Lewis
Colin	Luderitz
Angelica	MacQueen
Samantha	McConaghy
Shawn	McCourt
Aliyana	McLamb
Jenna	Miller
Andy	Nguyen
Gabriel	Paz
Alexander	Portalatin
Elijah	Pruitt
Cole	Rocap
Brianna	Rodriguez
Jillian	Rogers
Erika	Sajulga
Samantha	Schreiber
Humna	Sohail
Isabel	Vieyra
Bryan	Vu
Eric	Weeks
Grace	Woolslayer

Grade 4 Academic Recognition
Red, Yellow and Orange House
First Trimester 2011-2012

Jake	Angier
Kyle	Bitler
Nina	Casselberry
Madison	Dearborn
Haley	Duffy
Bradley	Garber
MacKenzie	Henderson
Anthony	Hitchner
Alicia	Jones
Brandon	Kusnirik
Julianna	Loder
Joseph	Lyons
Savannah	Masker
Aubrey	Noon
Andrea	Riggin
Brea	Rosa
Connor	Shulby
Kaitlyn	Stollenwerk
Capriyah	Walker
Layla	Williams

**Grade 5 Academic Recognition
Green, Blue, Purple and Silver Houses
First Trimester 2011-2012**

Arryel	Arroyo
Julian	Carides
Alexis	Clouser
Nashera	Ellis
Rhian	Freire
Michael	Giunta
Gabriel	Godish
Marissa	Inman
Emily	Lynd
Juliana	Morales
Shani	Odhiambo
Susie	Ramos
Stephanie	Royko
Brielle	Smith
Thomas	VanSeters

Academic Recognition Grade 5
Red, Yellow and Orange House
First Trimester - 2011-2012

Hari	Acharya
Giavanna	Albani
Lindsay	Bacanskas
Mikayla	Bell
Matt	Boakes
Connor	Bond
Lucy	Bowman
Liz	Briles
Sebastian	Chiaramonte
Eli	Christiansen
Alexis	Cirigliano
Angelina	Cruz
Katelyn	DeFrancisco
Stephanie	Emory
Jayson	Fraone
Anthony	Holvick
McKenna	Labistida
Wiley	Markley
Brooke	Mischlich
Madelyn	Palmentieri
Shazad	Riaz
Drew	Robinson
Joseph	Ruchser
Amir	Stephens
Zachery	Vergata
Jacqueline	Wilhelm

IX-G

MEMORANDUM

TO: Superintendent of Schools
FROM: Twp. of Hamilton Construction Code
DATE: 01/05/12
RE: New Homes & Certificates of Occupancy

The following information is from December 1, 2011 through December 31, 2011.

of Permits issued for new homes - 15

of the 15 - 2 were for age restrictive homes

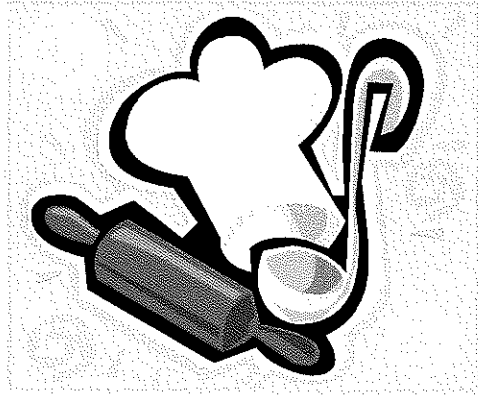
of Certificates of Occupancy for new homes - 3

of the 3 - 0 were for age restrictive homes

Should you have any questions concerning this information, please do not hesitate to contact me.

67

1 X-4



**Shaner School's first graders
proudly present**

Someone's In The Kitchen,

a musical about some of our favorite foods!

**Performances are at 10:00 in the
multipurpose room on the following dates:**

Wednesday February 1, 2012

Thursday February 2, 2012

Friday February 3, 2012

- **You might wanna bring along a cookie for the cookie monster!**

X-C-1

HAMILTON TOWNSHIP BOARD OF EDUCATION

2011-2012

1/17/2012

FROM:
11-000-213-330 Health Services-Other professional services 250.00
TO:
11-000-213-500 Health Services-Misc purchased services 250.00
Funds needed for professional development

FROM:
11-000-221-500 Improvement of Instruction-Purchased Svcs. 600.00
TO:
11-000-221-610 Improvement of Instruction-Supplies 600.00
Funds needed for technology supplies

FROM:
11-000-100-565 Tuition-CSSSD 13,375.60
11-212-100-640 Multiply Disabled-Textbooks 6,350.00
11-213-100-640 Resource Room-Textbooks 6,150.00
11-213-100-610 Resource Room-Supplies 3,292.72

29,168.32

TO:
11-000-100-566 Tuition-Private Schools for the Disabled 29,168.32
Funds needed for unanticipated placement

FROM:
11-000-291-241 Other Retirement Contribution 20,000.00
TO:
11-000-230-331 Legal Services 20,000.00
Funds needed for additional legal services

FROM:
11-105-100-101 Preschool-Teacher Salaries 5,000.00
TO:
11-000-240-105 School Admin-Secy Salaries 5,000.00
Funds needed for anticipated substitutes

FROM:
11-105-100-101 Preschool-Teacher Salaries 15,000.00
TO:
11-000-240-610 School Admin-Supplies 15,000.00
Additional funds needed because of increases
in prices, especially copy paper

TOTAL TRANSFERS 70,018.32

69

X-C-4

BILLS AND PAYMENTS
1/17/12

TOTAL PAYROLL	\$	3,516,697.49
TOTAL ACCOUNTS PAYABLE BILLS	\$	3,572,149.52
TOTAL CAFETERIA BILLS	\$	175,615.30
TOTAL KID'S CORNER	\$	30,733.48
TOTAL COMMUNITY EDUCATION	\$	6,181.20
TOTAL CAMP BLUE STAR	\$	<u>10,929.98</u>
GRAND TOTAL	\$	<u><u>7,312,306.97</u></u>

January 17, 2012

<u>Fund</u>	<u>Title</u>		<u>Amount</u>
10	General Fund	\$	22,775.00
10	General Fund - Payroll	\$	317,586.54
11	Current Expense	\$	980,319.47
11	Current Expense - Payroll	\$	3,025,912.08
12	Capital Outlay	\$	-
13	Special Schools	\$	-
13	Special Schools - Payroll	\$	-
18	Education Jobs - Payroll	\$	106,655.15
20	Special Revenue	\$	45,472.55
20	Special Revenue - Payroll	\$	66,543.72
30	Building Projects	\$	134,467.75
40	Debt Service	\$	2,389,114.75
		\$	7,088,847.01

**BOARD OF EDUCATION
RESOLUTION**

TRAVEL AND RELATED EXPENSE REIMBURSEMENT

WHEREAS, the Hamilton Township Board of Education recognizes school staff and Board members will incur travel expenses related to and within the scope of their current responsibilities and for travel that promotes the delivery of instruction or furthers the efficient operation of the school district; and

WHEREAS, N.J.A.C. 6A:23B-1.1 et seq. requires Board members to receive prior approval of these expenses by a majority of the full voting membership of the Board and staff members to receive prior approval of these expenses by the Superintendent of Schools and a majority of the full voting membership of the Board; and

WHEREAS, a Board of Education may establish, for regular district business travel only as described in NJOMB Circular Letter 06-02, including amendments or revisions thereto, a threshold amount below which Board approval is not required; and

WHEREAS, the Board of Education establishes, for regular district business travel only, an annual school year threshold of \$1,500.00 per staff/Board member where prior Board approval shall not be required unless this annual threshold for a staff/Board member is exceeded in a given school year (July 1 through June 30); and

WHEREAS, travel and related expenses not in compliance with N.J.A.C. 6A:23B-1.1 et seq., but deemed by the Board of Education to be necessary and unavoidable are excluded from the requirements of N.J.A.C. 6A:23B-1.1 et seq.; and

THEREFORE, BE IT FURTHER RESOLVED, the Board of Education approves all travel not in compliance with N.J.A.C. 6A:23B-1.1 et seq. as being necessary and unavoidable as per noted on the attached Board of Education Approval of Travel and Related Expense Reimbursement Form; and

BE IT FURTHER RESOLVED, the Board of Education approves the travel and related expense reimbursements as listed on the attached Board of Education Approval of Travel and Related Expense Reimbursement Form.

TRAVEL APPROVAL FORM

January 17, 2012

<u>STAFF/BOARD MEMBER</u>	<u>TITLE</u>	<u>NAME OF SEMINAR/WORKSHOP</u>	<u>LOCATION OF TRAVEL</u>	<u>DATE(S) OF TRAVEL</u>	<u>REGISTRATION COST</u>	<u>ESTIMATED OTHER COSTS</u>
Jennifer Baldwin	Principal	R & W Wksp-Common Core and Reading	New York City, NJ	2/20-24/2012	600.00	999.00
Beth Connor	Literacy Coach	R & W Wksp-Common Core and Reading	New York City, NJ	2/20-24/2012	600.00	1,400.00
Jennifer Farrell	Literacy Coach	R & W Wksp-Common Core and Reading	New York City, NJ	2/20-24/2012	600.00	1,109.00
Ken Berardis	Phys Ed Teacher	The Kinesthetic Classroom	Galloway Twp, NJ	3/9/2012	25.00	None
Margaret Stringer	Swimming Teacher	The Kinesthetic Classroom	Galloway Twp, NJ	3/9/2012	25.00	None
Greg Bradley	Phys Ed Teacher	The Kinesthetic Classroom	Galloway Twp, NJ	3/9/2012	25.00	None
Deborah Donio	Teacher	Early Intervention Strategies for R & W	Voorhees, NJ	2/6/2012	215.00	None
Jane Barrett	Nurse	NJ School Nurses Assoc. Conference	New Brunswick, NJ	3/23-24/2012	199.00	85.00
Kelly Filoon	Teacher	Educational Equity: Building a Framework	Mullica Hill, NJ	1/18/2012	None	80.00
Michelle Cappelluti	Superintendent	Techspo	Atlantic City, NJ	1/26/2012	219.00	25.00
Scott Scott	Technology Director	Techspo	Atlantic City, NJ	1/26/2012	219.00	25.00
Cheryl Porreca	Accounting Supervisor	NJASBO-Fiscal Issues	Mt. Laurel, NJ	2/2/2012	**	32.00
Cheryl Porreca	Accounting Supervisor	SEMI Coordinator-Running Reports	Bridgeton, NJ	1/18/2012	None	20.00

X-C-6

** Included in NJASBO discounted subscription program purchased in July 2011.

NOTE: Estimated other costs include reimburseable expenses, ie. mileage, parking, tolls, lodging and meals.
All reimbursements will be issued according to current contract, policy, and/or state regulations.

SCHOOL STAFFING AGREEMENT

This Agreement is entered into this 18th day of November, 2011, by and between HAMILTON TOWNSHIP SCHOOL DISTRICT, located at 1876 Dr. Dennis Foreman Dr., Mays Landing, NJ 08330 referred to in this Agreement as SCHOOL, and Preferred Home Health Care and Nursing Services, Inc. including its affiliates and subsidiaries, with an office located at 192 Jack Martin Blvd, B-4, Brick, NJ 08724 referred to in this Agreement as PREFERRED.

SCHOOL requires health care personnel to provide nursing services to SCHOOL students under the general supervision of the SCHOOL and wishes to engage PREFERRED to provide such personnel to supplement SCHOOL staff.

PREFERRED employs health care personnel and is willing to provide such personnel to SCHOOL.

Therefore, SCHOOL and PREFERRED agree to the following terms and conditions.

ARTICLE 1. - TERM OF AGREEMENT

Section 1.01 Term and Termination. This Agreement will be in effect for one (1) SCHOOL calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. - RESPONSIBILITIES OF PREFERRED HOME HEALTH CARE

Section 2.01 Services. Subject to availability of Personnel of PREFERRED who are licensed as Registered Nurses (RNs) or Licensed Practical Nurses (LPNs), PREFERRED will, upon request by SCHOOL provide one-to-one nursing services to physically and/or mentally disabled SCHOOL STUDENT(s). PREFERRED may also provide a school nurse for sick days and vacation days for the regular/full-time school nursing staff. Services will be provided according to the SCHOOL calendar year and include traveling to and/or from SCHOOL on transportation provided by SCHOOL.

Section 2.02 Personnel. PREFERRED will supply SCHOOL with personnel who meet the following criteria:

- A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.
- B. Meet PREFERRED and SCHOOL conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria such as a criminal background check, documentation of which will be kept in the employee file.

Section 2.03 Nurse Pool. PREFERRED will establish a back-up personnel pool to provide coverage in the event of PREFERRED personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT(s) care.

Section 2.04 Insurance. PREFERRED will maintain (*at its sole expense*), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering

acts or omissions which may give rise to liability for services under this Agreement. PREFERRED will provide a certificate of insurance evidencing such coverage upon request by SCHOOL.

Section 2.05 Employer Obligations. PREFERRED will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. PREFERRED, or its subcontractors, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation, and unemployment insurance.

ARTICLE 3. - RESPONSIBILITIES OF SCHOOL

Section 3.01 Responsibility for Patient Care. SCHOOL retains full authority for patient care while using PREFERRED personnel.

Section 3.02 Individual Education Programs (IEP). Services to be provided will be determined by the individual students IEP. SCHOOL will provide PREFERRED with STUDENT(s) IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the student (s) IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT(s) plan of care, as established by STUDENT (s) physician.

Section 3.03 Right to Dismiss. If SCHOOL'S Board or designee determines that anyone provided by PREFERRED is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such personnel to leave the premises and will notify PREFERRED immediately. SCHOOL (s) obligation to compensate PREFERRED for such personnel services will be limited to the number of hours actually worked. PREFERRED will not reassign such personnel to SCHOOL without prior approval of the SCHOOL'S Board or designee. PREFERRED has the right to cure such incompetence by replacing incompetent personnel with competent personnel.

Section 3.04 Insurance. SCHOOL will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the SCHOOL industry. SCHOOL will forward a copy of its professional liability insurance certificate to PREFERRED prior to execution of this Agreement and will give prompt written notice of any material change in SCHOOL coverage.

Section 3.05 Placement Fee. SCHOOL will take no steps to recruit or hire as its own employees those personnel provided by PREFERRED during the term of this Agreement. SCHOOL understands PREFERRED is not an employment agency and that personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become employees of the SCHOOL. The SCHOOL further acknowledges the substantial investment and business related costs incurred by PREFERRED in employing this personnel, including, but not limited to, advertising, recruitment, interviewing, evaluation, reference checks, training, and supervising said personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires personnel of PREFERRED, SCHOOL will be in breach of this Agreement and SCHOOL agrees that damages would be too difficult to accurately calculate. Accordingly, SCHOOL agrees that if SCHOOL recruits or hires Personnel of PREFERRED who have been introduced to SCHOOL through this Agreement, SCHOOL agrees to give PREFERRED one hundred eighty (180) days notice of its intent to hire, continuing to staff personnel through PREFERRED for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice period or SCHOOL agrees to pay PREFERRED liquidated damages of twenty thousand dollars (\$20,000.00) or the sum of thirty percent (30%) of such Personnel's annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

ARTICLE 4. - MUTUAL RESPONSIBILITIES

- Section 4.01** **Orientation.** PREFERRED will cooperate with SCHOOL to provide PREFERRED personnel with an adequate and timely orientation to SCHOOL. At a minimum, SCHOOL will orient PREFERRED personnel to its hazardous communication procedures and the SCHOOL's specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.
- Section 4.02** **Non-discrimination.** Neither PREFERRED nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. - COMPENSATION

- Section 5.01** **Rates** PREFERRED will supply personnel under this Agreement at the rates listed in Attachment A.
- Section 5.02** **Billing.** PREFERRED will submit invoices to SCHOOL every week for personnel provided to SCHOOL. Invoices are to be sent to the following SCHOOL address:
**HAMILTON TOWNSHIP SCHOOL DISTRICT
BOARD OF EDUCATION ADMINISTRATIVE OFFICES
1876 DR. DENNIS FOREMAN DRIVE
MAYS LANDING, NJ 08330
ATTN: GLENN A. MARTINS, SUPERVISOR OF SPECIAL EDUCATION**
- Section 5.03** **Payment.** All amounts due to PREFERRED are due and payable within thirty (30) days from date of invoice. SCHOOL will send all payment to the following address:

**PREFERRED HOME HEALTH CARE & NURSING SERVICES
OCEAN MEDICAL PARK
192 JACK MARTIN BLVD., B-4
BRICK, NEW JERSEY 08724**

- Section 5.04** **Late Payment.** Invoices not paid within sixty (60) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.
- Section 5.05** **Rate Change.** PREFERRED will give SCHOOL at least thirty (30) days advance, written notice of any change in billing/hourly rates.

ARTICLE 6. - GENERAL TERMS

- Section 6.01** **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- Section 6.02** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.
- Section 6.03** **Indemnification.**
SCHOOL agrees to indemnify and hold harmless PREFERRED, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against

them by third parties in connection with the negligent performance of SCHOOL, its directors, officers, employees, or agents under this Agreement.

- Section 6.04** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.05** **Entire Contract.** This Agreement constitutes the entire contract between SCHOOL and PREFERRED regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.
- Section 6.06** **Availability of Personnel.** The parties agree that PREFERRED's duty to supply personnel on request of SCHOOL is subject to the availability of qualified personnel. The failure of Preferred to provide personnel or the failure of SCHOOL to request personnel results in no penalty and does not constitute a breach of this Agreement.
- Section 6.07** **Compliance with Laws.** PREFERRED agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

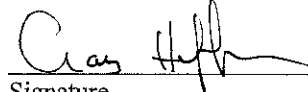
- Section 7.01** **HIPPA Compliance.** In instances where PREFERRED received Protected Health Information, herein referred to as HIPPA from SCHOOL, Preferred agrees that it shall:
- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Acts of 1996, as codified at 42 U.S.C. & 1320d through d-8 (HIPPA), and the requirements of any regulations promulgated there under.
 - 2) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPPA and/or applicable federal regulations. PREFERRED shall implement appropriate safeguards to prevent the use or disclosure of a patient (s) PHI other than as provided for by this Agreement.
 - 3) Promptly report to SCHOOL any violations, use and/or disclosure of a patient(s) PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

SCHOOL and PREFERRED have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

HAMILTON TOWNSHIP SCHOOL DISTRICT

PREFERRED HOME HEALTH CARE &
NURSING SERVICES

Signature



Signature

Printed Name & Title

CRAIG HOFFER - ADMIN

Printed Name & Title

Date

1-5-12

Date

ATTACHMENT A
PREFERRED Home Health Care & Nursing Services
SCHOOL STAFFING RATES FOR
HAMILTON TOWNSHIP SCHOOL DISTRICT

A school day consists of hours worked. (8 hours is the standard billing per day, but varies)

Charges will be based on a rate of \$45.00 per hour for services rendered by a Licensed Practical Nurse (LPN).
Charges will be based on a rate of \$50.00 per hour for services rendered by a Registered Nurse (RN).

SCHOOL:

Signature

Printed Name & Title

Date

X-C-9

Energy Savings Contract

This energy savings contract is between the Hamilton Township School District (the "District") and Energy Education, Inc. ("EEL"). This contract is subject to all applicable federal laws and laws of the State of New Jersey.

EEL delivers customized, comprehensive people-driven energy conservation programs that focus on changing human behavior to help school districts, churches and higher education clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by EEL's team of energy consultants - together representing several hundred years of public school energy conservation experience. EEL's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. EEL guarantees the success of these programs. To date EEL has served more than 1,100 clients in 48 states.

The District is committed to its mission: "We are the Hamilton Township School District Committed to Learning, Growing, and Achieving together." The District uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. Committed to helping students reach or exceed their full potential, the District strives to understand the needs and strengths of each student and respond accordingly to create an environment for learning that prepares students for success. The District serves more than 3,175 children at its four campuses.

EEL has offered to build and provide a customized energy conservation program that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the District can reinvest in the people it serves,
- Preserve a quality learning environment for the District's children,
- Conserve energy for a positive impact on the environment, and
- Increase awareness to empower energy users to be energy savers.

EEL will help the District pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between EEL and the District as the program is initiated and implemented. EEL provides extensive resources, education and onsite training, action planning, and other conservation-related services, while the District works cooperatively to implement EEL's program.

As a part of this shared responsibility, EEL offers a *Fast Track* during the early months. During the *Fast Track* the District does not pay any fees to EEL; at the same time EEL delivers focus on priority elements of its Transformational Energy Management® process for a quick start. The *Fast Track* accelerates net savings for the District.

The parties therefore agree as follows:

1. Program. On May 1, 2012 ("Start Date") EEI shall begin its work on this contract. EEI shall take immediate actions to facilitate the District's search for an Energy Education Specialist ("energy specialist") and shall provide the District with a people-driven energy management program that is customized to enable the District to reduce consumption of energy ("Program").

2. Program Consultants. An EEI team of energy consultants shall deliver the Program to the District ("Program Consultants"), as follows:

- Through EEI's on-site and ongoing assessments of the District's facilities and based on EEI's experience in having assessed thousands of client facilities, EEI's Program Consultants shall deliver hundreds of recommendations that are specific to the District's environment.
- EEI's Program Consultants shall guide and assist the District's Program implementation following EEI's proven methodology, the Transformational Energy Management® process. The attached Supplement describes areas of emphasis for EEI's Program Consultants as they guide and assist the District's Program implementation using EEI's Transformational Energy Management® process.

3. Energy Education Specialist. (a) *Position and Compensation*. Program implementation requires a daily focused effort that is led by one of the District's own people – an energy specialist who can make conservation a priority while positively engaging people to conserve energy. The energy specialist position will be part-time (with a daily commitment) and the District shall not allow or assign other duties that could limit the energy specialist's pursuit of the Program goals. The District shall pay the energy specialist at a level that is within the range recommended by EEI to attract and retain qualified people ("Compensation").

(b) *District Hiring*. EEI shall serve an active and key role to assist and guide the District through its energy specialist search process - from posting the position through interviewing candidates. On the Start Date the District shall promptly begin and then continue this search process until a mutually acceptable person is identified and hired for the energy specialist position. Due to the unique nature of the position, the energy specialist must be a current or retired District employee and typically will have teaching experience. EEI's recommendation for the energy specialist position will follow the conclusion of the posting and interview processes and is subject to the District's approval and decision to hire or not hire. Likewise, the District will not employ any person as energy specialist that is unacceptable to EEI.

(c) *Education and Training*. EEI's Program Consultants shall train the energy specialist with the skills essential for Program implementation. EEI's comprehensive training will primarily be on-site and on-the-job. The energy specialist must attend the on-site appointments scheduled by EEI and must be receptive and responsive to EEI. EEI shall provide written education and training materials. Furthermore, EEI shall host and the energy specialist shall attend three National Training Conferences each year. The District is not required to pay any additional fees to EEI for the materials or the conferences, which are an integral part of the energy specialist's education and training and the District's Program implementation. During the Initial Term (as defined below) and Extended Term, if any (as defined below), EEI shall make travel arrangements and pay the reasonable costs incurred for the travel, hotel and meal expenses associated with the energy specialist's attendance at EEI's conferences. EEI's Program Consultants will be available and on-call to respond to special problems or questions through the end of the Initial Term and the Extended Term, if any.

(d) *Observation and Communication*. The District is the energy specialist's supervisor and maintains full and final employment authority, e.g. hiring and firing, for this important position that is subject to high standards and performance expectations. For example, the Transformational Energy Management®



process calls for routine data entry which is monitored through weekly accountability reporting. EEI shall regularly observe the energy specialist's fit, skills, tenacity, hard work, leadership, interpersonal relationships, and performance level and results. Designating a high ranking District business official as the energy specialist's supervisor directly and positively impacts Program implementation. EEI shall communicate with the energy specialist's supervisor concerning the observed performance of the energy specialist. As a part of these obligations, during the first twelve months of an energy specialist's service, EEI shall periodically advise the energy specialist's supervisor whether that person has shown the qualities to be successful in the position. If EEI advises the District that a person serving as energy specialist does not have the qualities to be successful in the position, a replacement energy specialist will be recruited and hired using the collaborative process and guidelines described in paragraph 3(b).

(e) *Leave Scheduling.* The energy specialist is expected to spend a majority of time out in the District facilities to drive energy savings; with times outside the instructional day being particularly valuable for the energy specialist to identify and capture savings opportunities. It is critically important (especially during the first two years of the Program) that the energy specialist be available for work during times when buildings are unoccupied and have flexibility to work nights, weekends and holidays. To allow for appropriate dialogue, the District will notify and consult with EEI before approving any requests for the energy specialist's vacation leave or other leave that (1) is in conjunction with school holidays or break periods, or (2) requires an extended absence of more than one week.

4. Program Implementation. (a) *Quick Start.* Once an energy specialist has been hired, the District will promptly begin and then continue to implement the Program at its expense.

(b) *Commitment and Communication.* In EEI's experience, the success of the District's Program implementation will be a function of the demonstrated commitment of the school board, superintendent and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60 days after the Start Date, the school board must adopt an appropriate policy and the administration must adopt appropriate administrative guidelines reflecting the District's commitment to the Program. The District shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. EEI will work with the energy specialist to facilitate semi-annual progress reports for the school board.

(c) *Software Tool.* The effective management of energy information is a first step to achieving positive results through accountability. The District will account for energy consumption using a third party software program with which EEI's Program Consultants are knowledgeable and trained to provide support to the District. No later than 90 days after the Start Date, the District must license the EnergyCAP® energy accounting software program from EnergyCAP, Inc., or, if later recommended by EEI to its clients (e.g. because EnergyCAP ceased to be available), an alternative software program ("Software"). The District's cost for the Software is \$6,650 per year for the first three years and \$2,593 per year thereafter.

(d) *Access, Authority and Control.* The energy specialist needs to have access to the District's systems controls, including the energy management systems ("EMS"), and the authority (in communication and coordination with other District personnel) to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. Per this contract, EEI will be fully engaged as a consultant to the District to provide the Program and to guide and assist the District's Program implementation. EEI's role as a consultant necessarily means that, as it should be, the District (and not EEI) will maintain exclusive control over and responsibility for District personnel and the operation and condition



of all District facilities, areas and equipment. Furthermore, this contract does not alter the District's exclusive right to this control and pre-existing responsibility, if any, to provide reasonable premises safety.

(e) *No Third Party Interference.* The District shall make a good-faith effort to discourage any third party from interfering with Program implementation.

5. Savings Determination. (a) *General.* Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. The formulaic expression is:

$$\text{energy savings} = (\text{baseline period use} \pm \text{appropriate adjustments}) - (\text{reporting period use})$$

The District's savings shall be determined by the District's energy specialist and EEI using the Software to subtract the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the District for each type of energy purchased by the District) for each corresponding period ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit). EEI's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the District.

(b) *Baseline Period.* EEI and the District's energy specialist shall use the Software to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). The District represents that the historical utility usage data provided to EEI for the purpose of savings projections and related savings guarantee is accurate. If it is later determined that either: 1) there is a variation between the data provided and the accurate utility usage of $\pm 5\%$ or more or, 2) if changes in the 12 months preceding the Start Date would cause those 12 months to not accurately reflect actual pre-program usage by the District, EEI may select as the Base Year an alternate 12-month period from the 24 months preceding the Start Date. For new construction, the District's energy specialist and EEI can use detailed, calibrated simulation analysis to compile the Base Year.

(c) *Reporting Period.* Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the energy specialist starts work and the *Fast Track* (as defined below) ends ("First Year") and each Performance Year is consecutively named. The "Second Year" means the 12 month reporting period following the end of the First Year, the "Third Year" follows the Second Year, and so on. A performance year may be suspended as set out below. Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) *Appropriate Adjustments.* (i) Adjustments to the baseline recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use in the two time periods to an equivalent set of conditions.

(ii) The Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities ("Adjustment Variables"): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information can be used to create a more accurate statistical model for the District. If the District's energy conservation guidelines are not substantially followed by its construction contractors or on-site management

service providers, if any, the Savings can be determined with appropriate adjustments. If the District chooses not to substantially implement EEI's water conservation recommendations, the Savings can be determined without including water use. If the energy specialist position is vacant or the energy specialist is off-the-job for more than 30 days, or if the District fails to substantially implement the program as determined by EEI in its sole discretion, the Performance Year can be suspended until an energy specialist is on-the-job and the District is substantially implementing the program. If a Performance Year is suspended, it will consist of twelve non-consecutive months; however, for purposes of determining savings, savings, if any, during the suspended period shall continue to accrue.

6. Term. The payments on this contract shall be made during a period of 24 consecutive months, beginning after the *Fast Track* (as defined below) period ("Initial Term"). As provided in N.J.S.A. 18A:18A-42, the District may extend this contract for the 24 consecutive months following the Initial Term ("Extended Term").

7. Fast Track, Monthly Fee and Contract Continuation. (a) *Fast Track*. The District shall not pay any monthly fees to EEI during the *Fast Track* period, beginning on the Start Date and ending four months after the Start Date, or on such later date as determined by EEI ("Fast Track"). In the event the Performance Year is suspended as set out in paragraph 5 above, the monthly fees for the suspended period shall be deferred and the term shall be extended until 48 monthly fee payments have been made.

(b) *Monthly Fee*. The District shall pay EEI a fee of \$12,450 per month during the Initial Term and the Extended Term, if any ("Monthly Fee"). The District shall pay the first Monthly Fee in the month after the *Fast Track* period and EEI will bill the District on the 1st of each consecutive month thereafter for each subsequent Monthly Fee.

(c) *Contract Continuation*. If the contract has an Extended Term and the District has paid all 48 Monthly Fees to EEI and so long as the District continues to substantially implement the Program, this contract shall continue with no additional fee payments to EEI. During this continuation the District may continue to implement and utilize the Program but always subject to the District's continuing obligations in this contract regarding the Proprietary Information (as defined below).

(d) *Additional Districts*. In the event the District acquires, contracts with, or otherwise becomes responsible for educational services for another district ("*acquired district*"), or is requested by another district ("*requesting district*") to allow the District's energy specialist to provide energy management support, the District agrees to not share, utilize, or include the Program (including the use or services of the energy specialist trained by EEI) to any extent, in any facilities in the acquired or requesting district without EEI's express written consent and payment of additional fees as mutually agreed.

8. Savings Guarantee. (a) EEI's commitment to the quality of the Program is evidenced by EEI's Savings Guarantee (as defined below). EEI shall reimburse the District for the difference if the District's Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Initial Term or the Extended Term, if any ("Savings Guarantee"). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that EEI shall not make reimbursement for amounts that EEI has already reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the District must have employed an energy specialist as required and substantially implemented the Program. The "District's Costs" means the total amounts paid for the energy specialist's Compensation, initial and renewal costs of the Software, and the Monthly Fees. EEI shall pay the District a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by EEI and the District's energy specialist. If EEI fails to make a required reimbursement, the District may terminate this contract and recover the amount of the required reimbursement from EEI.

(b) The District shall refund prior reimbursements on the Savings Guarantee to EEI if (1) the Total Savings exceed the District's Costs, computed from the Start Date to the end of a later month during the Initial Term or Extended Term, if any, or (2) the District does not extend this contract for the Extended Term or if it otherwise exercises its right of Termination for Convenience (as defined below). The District shall pay EEI a required refund, as applicable: (1) no later than 90 days after the results for such later month have been finalized by EEI and the District's energy specialist, (2) on the last day of the Initial Term if there is no Extended Term, or (3) on the effective date of any other Termination for Convenience.

9. District Termination for Convenience. As provided in this contract EEI anticipates a long-term relationship and remains committed to the District through the Extended Term, if any, and beyond. However, the District may choose not to extend this contract for the Extended Term or to otherwise terminate this contract for any reason and without cause as provided in this paragraph. If the District does not extend this contract for the Extended Term or otherwise chooses to validly exercise its right to terminate for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on EEI's failure to perform its material obligations under this contract) (collectively a "Termination for Convenience"), the District shall provide EEI with at least 60 days prior written notice and shall pay EEI an amount based on the expiration date or termination effective date, as applicable and as follows ("Termination Fee") (1) before or at the end of the First Year, \$186,750, (2) during or at the end of the Second Year, \$149,400, (3) during or at the end of the Third Year, if there is an Extended Term, \$134,460, or (4) during the Fourth Year, if there is an Extended Term, the lesser of the remaining monthly payments or \$119,520. Upon a Termination for Convenience, the Termination Fee shall include the following additional amounts which the District shall pay EEI: (a) the unpaid Monthly Fees but only through the expiration or termination effective date, as applicable (including any months which were deferred because of a suspension of the Performance Year as set out in paragraph 5 above) and (b) if the termination effective date is prior to the Fourth Year, an amount equal to \$12,450 multiplied by the number of months during the *Fast Track*. A Termination for Convenience voids the Savings Guarantee. This termination right does not limit the rights and remedies of the District. More specifically, if EEI fails to perform its material obligations under this contract, the District's legal rights and remedies are not limited by the terms of this paragraph. If the District contends EEI has committed a material breach of the contract, the District will provide written notice to EEI specifically describing the breach and giving EEI a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action.

10. Expiration or Termination Event. Upon expiration or termination of this contract the District shall promptly: (a) return to EEI all materials and Proprietary Information previously furnished by EEI or accumulated by the District in connection with the Program, including all copies thereof; (b) discontinue the position of energy specialist; and, (c) cease using the Proprietary Information and implementing the Program.

11. Proprietary Program and Information. (a) The District will have access to and use of EEI's Transformational Energy Management® process as well as materials that are copyrighted, trade secrets and other information that is proprietary to EEI (collectively "Proprietary Information"). Furthermore, the Proprietary Information also includes all database files created using the Software.

(b) The District agrees that the Proprietary Information (including all copies) continues to be EEI's property and should be kept confidential to the full extent permitted by law. The District shall give EEI written notice and an opportunity to respond if the District receives a third party request for Proprietary Information. The District shall not disclose the Proprietary Information to any unauthorized person or use it outside of the District or this contract. The District shall assist EEI in the protection of the Proprietary Information. The District's obligations under this paragraph survive expiration or termination of this contract.

(c) In consideration of the education and training provided by EEI, the District's energy specialist must agree not to disclose Proprietary Information to third parties or to compete with EEI. This

agreement must be in writing and acceptable to EEI. Due to the inherent risk for disclosure of Proprietary Information, the energy specialist must not participate in any energy specialist user group meeting that is not sponsored by EEI.

12. Miscellaneous. This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract. The attached Schedule 12(b) includes EEI's affirmative action agreement in compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Each party is signing this contract on the date stated under that party's signature.

HAMILTON TOWNSHIP SCHOOL DISTRICT

ENERGY EDUCATION, INC.

By: _____

By:  _____

Name: _____

Name: John Bernard

Title: _____

Title: President

Date: _____

Date: January 4, 2012

Hamilton Township, NJ contract v.1 010412.doc



Supplement - Implementation Methodology

EEl's Transformational Energy Management® process involves four very specific and incredibly involved components. A brief overview of each one follows:

Assessment + Planning. After the energy specialist has commenced performing duties, EEl shall work with the energy specialist to conduct on-site assessments that include examining every facility and area in the District's environment and analyzing use and requirements at all hours of the day and night. EEl shall train the energy specialist to compile temperature and humidity data, to understand many other conditions important to facility and equipment use in the District and to document the District's environment. Based on the data that is collected, EEl shall help the energy specialist construct an action plan that identifies priorities, savings opportunities, points of responsibility, optimized building scheduling profiles, proven implementation strategies and other elements critical to successful implementation and changing behavior linked to energy consumption;

Coordination + Communication. EEl knows that a decentralized campus environment supports people with very different backgrounds, areas of focus, personal concerns, levels of education, personalities, preferences, and so forth. These differences between people make coordination and communication efforts more difficult but critically important. EEl's focus is on coordination efforts that positively engage people and communication efforts that involve constant reinforcement, generating customized messages on a broad and personal level, employing various modes of communication (print, digital and face-to-face), and facilitating effective meetings, to name a few examples. Maximizing the District's savings requires that every person in the District who consumes energy be engaged in understanding how to also save it;

Leadership + Focus. Executing an effective energy conservation program that transforms organizational behavior requires daily focused effort that is led by one of the organization's people. EEl will play a crucial role and provide comprehensive services to help the District identify and hire the correct person to serve as the District's energy specialist. EEl will immerse the District's energy specialist in the Program and will provide both education and training to the energy specialist; and,

Measurement + Verification. Energy accounting software is a key tool for the District to evaluate its consumption and verify the results of the Program. The District will license a third party software program for energy accounting. For added accountability, the software will be installed and maintained by the District on a District computer. EEl's Program Consultants shall make routine on-site visits and provide off-site support for the software and to guide and assist the energy specialist in collecting and recording relevant data and using the software to create and maintain energy consumption and savings databases.



Schedule 12(b)
Mandatory Affirmative Action Language

During the Term of this contract, EEI (referred to in this Schedule as the "contractor") agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer (PACO) setting forth provisions of this non-discrimination clause;
2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation or sex;
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
5. The contractor or subcontractor agrees to make good faith efforts to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.
6. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
8. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.



125

X-D-1

17-Jan-12

SUBSTITUTES

2011-2012

BOARD APPROVAL

Bobbi	Colvin	sub/para/sec	\$55/day
Chuck	Core	sub/teacher	\$90/day
Colleen	Curry	sub/para/sec	\$55/day
Cynthia	Grohman	sub/para/sec	\$55/day
Heather	Pappas	sub/sec/para	\$55/day
Ian	Brown	sub/para/teacher	\$55/\$80/day
Kara	Sprigg	sub/ sub caller	\$50/day
Kelly	Angelina	sub/para/sec/teacher	\$55/\$90/day
Leanna	Mullen	sub/para/sec/teacher	\$55/\$80/day
Linda	Clegg	sub / sub caller	\$50/day
Lorraine	Grasso-Johnson	sub/sub/caller	\$50/day
Priya	Muladliar	sub/para/sec	\$55/\$80/day
Shannon	Rhodes	sub/para/sec	\$55/day
Shaun	Laurito	sub/para/teacher	\$55/\$90/day
Angela	Bowen	sub/teacher	\$90/day employee

126