

Minutes of the proceedings of the **REGULAR PUBLIC MEETING** held on Wednesday, September 16, 2020, in the virtually via zoom app, at 7:00 PM. *Dr. Ardie Walser, Board President, presided.*

I. Salute to the Flag

II. Presiding Officer's Meeting Notice Statement

"I hereby call to order the Regular Public Meeting of the Teaneck Board of Education, held on Wednesday, September 16, 2020, virtually via the Zoom app link located on the district website, at 7:00 PM. Adequate notice of this meeting has been sent to the Record, filed with the Municipal Clerk and posted on the school district website at www.teaneckschools.org, on September 9, 2020."

III. Roll Call

<i>Board Member</i>	<i>Present</i>	<i>Absent</i>
Ms. Burns (Linda)	x	
Ms. Fisher (Victoria)		x
Mrs. Rappoport (Sarah)	x	
Mr. Reiner (Gerald)	x	
Mr. Rodriguez (Sebastian)	x	
Mr. Rose (Howard)	x	
Ms. Sanders (Denise)	x	
Dr. Walser (Ardie)	x	
Mrs. Williams (Clara)	x	

IV. Reaffirmation of 2019-2020 District Goals

V. Superintendent's Report (If Needed)

Superintendent's Report

1. September 15 - Oct. 15 - Spanish/Latino heritage month
2. Grand Opening Ceremony, Theodora Lacey School, Sept. 17th, 2020 @ 10am it will be live streamed
3. Moving out of the Glenpointe Office by end of September and will be fully in the New Admin building by Oct. 15th
4. Back to school night next week for schools
5. About 100 students participating in the Drop In Center and roughly 50 kids in the SACC after-school program
6. Ed Ha, Teaneck PTA Council founded Aug. 2020 presentation non-profit organization
7. Cameron Cox, Safety & Security Officer -School Violence Prevention Program Federal Grant, Teaneck Public Schools was the only district among the 49 districts that was awarded the highest amount of grant in the amount of \$500,000 over the period of three years
8. FORUM Funding 20-21 presentation & Graduation class of 2020, Ms. Keshia Golding-Cooper

VI. Public Comment (Agenda Items)

Jennette Small, parent

Thank you to all who worked on getting the grant award for the district. Voiced my concerns for students and staff safety. Thrilled to see security cameras, security guards, key cards throughout the schools.

Amy Yepez, parent

Would like to know how the grant will be used. Please keep the Special Ed students in mind because our Special Education students are the most vulnerable when it comes to security.

VII. Board Presentations (If Needed)

Solar Power Purchase Agreement Presentation, Justin Marchetta, Inglesino Webster Law Group

Anthony D'Angelo, Director of O&M, Solar Panels

Rodney Watkins, Architect of Records, New Admin Building/Lacey School Projects

Melissa Simmons, presented Project costs for two buildings in Teaneck School district

- Update on the New Admin Building and the New Lacey School by Ms. Simmons and Rodney Watkins, District Architect
- Explanation on the District's Solar Panel Power Purchase Agreement (PPA) by Justin Marchetta, District Attorney, Inglesino, Webster

VIII. Board Committee Reports (As Available)

NONE

IX. Agenda Items

X. Public Comment (non-Agenda Items)

John Dean, TTEA president

Express a major concern of the TTEA- some Board members have been attacking, defaming, demeaning, insulting the members of the TTEA, this is unacceptable. We will not agree on everything but how we disagree is imperative. Employee and Employer relationship is paramount to the district and its students. I am available to speak with the Board to further discuss the issue

Keith Kaplan, parent, councilman

In regards to remote learning Plan at Bryant. I have requested the Board at the last meeting to do the research on giving the youngsters 15mins or more screen time with virtual instruction. I have yet to hear from the Board. The teacher sent out an email stating we are mandated to stick to 15mins intervals of screen time/live instruction and said it is highly impossible to log your child on and off the computer every 15mins. Highly impossible is an under statement. I am perplexed this is not a mandate, I have researched and reached out to the principal and CFOC guideline in question and this was pre-Covid guidance from 2012. We cannot use this guideline during Covid environment when we are all virtual. I am not asking for a change in the rule but I am asking the teacher to be able to have the levy to provide a levy to what they think is absolutely necessary for a free and appropriate education for our youngsters.

XI. Executive Session (If Needed)

Motion to accept the resolution on FORUM

<i>Motion: S. Rodriguez</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Mr. Rodriguez motioned to adjourn the Executive Session at 10:29pm and convene back into the public meeting. Said motioned was seconded by Mr. Rose and carried by an unanimous vote.

<i>Motion: S. Rodriguez</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

XII. Adjournment

Mr. Rodriguez motioned to adjourn the public meeting at 10:45pm. Said motioned was seconded by and carried by an unanimous vote.

<i>Motion: S. Rodriguez</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Respectfully submitted,

Melissa Simmons
Business Administrator/Board Secretary

Teaneck Public Schools

Mission: The Teaneck Public School District educates and empowers students by providing a high-quality, rigorous educational experience which prepares students for success within a diverse, global society.

Vision: The Teaneck Advantage: Educational Excellence for All

Goals for 2019-2020

GOAL 1: Teachers and administrators in the Teaneck Public Schools will further elevate academic programs by creating varied learning pathways and by improving student supports.

GOAL 2: The Teaneck Public Schools will continue to improve facilities and technology in support of 21st Century learning opportunities.

GOAL 3: The Teaneck Public Schools will execute effective communications and solidify quality relationships with educational partners within and throughout the community.

GOAL 4: The Teaneck Public Schools will create equitable and inclusive learning opportunities for all students.

GOAL 5: The Teaneck Public Schools will ensure operational excellence in hiring, developing and retaining staff.

POLICY**SEPTEMBER 16, 2020**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Policy resolutions:

1. that the Board approve and adopt the following Policy #1648 and 1648.02 Restart and Recovery Plan and the Opt-out Policy (Policies attached) for the Teaneck Public Schools for the 2020-2021 school year.

1648 Restart and Recovery Plan

1648.02 Opt-out Policy

<i>Motion: S. Rodriguez</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

SCHOOL OPERATIONS and CURRICULUM

SEPTEMBER 16, 2020

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following School Operations and Curriculum resolutions:

1. that the Board approve the revised all inclusive Teaneck School District calendar for the 10 and 12 month employees for the 2020 -2021 school year (attached). It has been modified to accommodate a revised "15 holidays" schedule for 12 month employees - moving from Election Day/November 3 to December 28.
2. that the Board adopt and ratify all Teaneck Public Schools curricula for the 2020-2021 school year. All core subject curricula have been aligned to the New Jersey Student Learning Standards. Curriculum guides are on file in the Office of Curriculum & Instruction.

K- 12

Family Life
Study Skills
Physical Education
Adaptive Physical Education
Wellness/Health/Driver Education
Career Infusion
English as a Second Language (ESL)
Academically Gifted: Humanities/Mathematics
Substance Awareness

Grade Pre K- 4

Pre Kindergarten
Full Day Kindergarten
Language Arts Literacy Intervention
Social Studies
Science
Mathematics
General Music
Instrumental Music (Grade 4)
Dance within Physical Education
Art K -4
World Language(s) (Grades 1- 4)

Grades 5 and 6

Grades 5- 6 (Elementary Classrooms not departmentalized)
Language Arts Literacy Intervention
Social Studies
Mathematics
Advanced Mathematics Seminar 5 and 6
World Languages
Science
General Music 5/6 Band 5/6
Art
Instrumental Music Lessons
Dance
Physical Education
Theater

Grade 7

Language Arts 7
Social Studies 7
Science 7
Math 7
Advanced Math Seminar 7
Art 7
French 7
Spanish 7
Instrumental Music/Chorus/Band/Strings Ensemble 7/8
Study Skills
Creative Writing
Music Through Technology
Humanities
Computer Applications
Literature & Film
Dance
Theater

Grade 8

Language Arts 8
Social Studies 8
Algebra I (AMS) 8
Math 8
Science 8
Art 8
French 8
Spanish 8
Instrumental Music/Chorus/Band/Strings Ensemble 7/8
Forensic Science
Public Speaking/Practical Law
Multimedia Production
Study Skills
Music Through Technology
Humanities
Creative Writing
Literature & Cinema
Dance
Theater

Teaneck High School

Curriculum for all courses listed in the 2020-2021 Course Selection Guide and High School course registration form.

3. that the Board affirm that the Teaneck Public Schools **Self-Assessment for Determining Grades under the Anti-Bullying Bill of Rights Act** as required by the New Jersey Department of Education was presented by Ms. Adrienne Williams at the August 12, 2020 Special Public Meeting. The Statement of Assurance is due to the County Office by December 1, 2020. A grade will be assigned for each school and the District by the Commissioner of Education. Districts are required to post their grades on the website.

<i>Motion: S. Rodriguez</i>	<i>Second: H. Rose</i>
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<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

FINANCE AND BUDGET

SEPTEMBER 16, 2020

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Finance and Budget resolutions:

1. that the Board approve payment of the following 2019-2020 bills and payroll, as detailed in lists attached to the Minutes of this meeting, including adjustments to previously approved bill payments, and that the Business Administrator/Board Secretary be hereby authorized to release the warrants in payments of these bills per the list appended to and made part of the minutes.

JULY 1, 2020 through JULY 31, 2020

General	\$4,541,067.67
Special Revenue	\$292,509.34
Capital Projects	\$501,000.83
Debt Service	\$1,189,937.50
Enterprise	\$8,815.60

Total of Approved Payments \$6,533,330.94

2. that the Board approve 2020-2021 budget transfers, previously approved by a member of the Finance Committee, which are attached and a part of the official record.
3. **WHEREAS**, the Board of Education has received the Report of the Board Secretary and the Report of the Treasurer of School Monies for the month of July 2020 and determined that both reports are in agreement; and
WHEREAS, in compliance with N.J.A.C. 6A:23A-16.10(c)3 the secretary has certified that, as of the date of the reports, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Board of Education except as noted; now
BE IT RESOLVED, that in compliance with N.J.A.C. 6A:23A-16.10(c)4, the Board of Education certifies that, after review of the secretary's monthly financial reports (appropriate section) and upon consultation with the appropriate district officials, to the best of its knowledge, no major account or fund has been over-expended in violation of N.J.A.C.6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the year (which would become a part of the Minutes of this meeting); and
BE IT FURTHER RESOLVED, that pursuant to P.L. 2004 Ch. 73 (S-1701), the Board certifies that after a review of the Secretary's Monthly Financial Report and upon consultation with the appropriate district officials, that there are no budgetary transfers that cumulatively exceed 10% that would require the approval of the Executive County Superintendent.
4. that the Board approve the contracts, for out-of-district tuition, for students who would

require a Special Education program during the 2020-2021 school year, as per the attached list.

5. that the Board approve a Joint Transportation Agreement with **Greater Egg Harbor Regional**, for student #99491 in accordance with Chapter 53, P.L. 1997, for the 2019-2020 school year, contracted services were approved for this student on the October 16, 2019 Board agenda, however transportation was inadvertently omitted. This Agreement will be submitted to the Executive County Superintendent of Schools for approval.
6. that the Board approve the attached list of Student Fundraising activities by school.
7. **Whereas**, many staff has had to make purchases for supplies and equipment for the execution of work task from home and taxes were charged as they made these purchases;

Be It Resolved that the Board waive and allow staff to be reimbursed for taxes assessed for authorized purchases for the execution of work tasks in this virtual setting until Dec. 31, 2020.

8. **Whereas**, the Hackensack School district has a student in Grade 4 that has been deemed homeless under the McKinney Vento law.
Whereas, the family's last district of residence is Teaneck.
Be It Resolved, that the Teaneck Board of Education approve the tuition agreement for the Hackensack School district student ID#8930783131 as a Teaneck resident under McKinney Vento law.
9. that the Board accept the annual **Nonpublic School entitlements** in the amounts noted, as awarded by the New Jersey Department of Education and furthermore, approve amendments to the **2020 – 2021** budget to reflect the grant awards:

Nursing Services - \$148,216

Textbooks - \$87,067

Chapter 192

Compensatory Education - \$56,734

E.S.L. - \$18,270

Transportation - \$15,338

Total Chapter 192 - \$90,342

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Chapter 193

Initial Examination & Classification - \$146,860

Annual Examination & Classification - \$42,081

Corrective Speech - \$61,975

Supplementary Instruction - \$102,804

Total Chapter 193 - \$353,270

10. **Be It Resolved**, that the Board approve the settlement agreement regarding Grace Kenny and the Board of Education.

11. **Be It Resolved**, that the Teaneck Board of Education approve the Seamless Summer Option Program extension from the State that allows the district to feed all students during the COVID-19 pandemic, breakfast and lunch from the first day of school, September 8, 2020 through December 31, 2020 regardless of income status.
12. that the Board approve the following proposals (attached) for the flooring replacements at the Teaneck High school in the rooms listed (Room#101, 107, 127 carpet area, & 129 self-level area, photos attached) by RFS Commercial, Inc. located at 280 N. Midland Ave., Saddle Brook, NJ with a NJ State Contract# A-81751 revised September 9, 2020 with a total of \$72,010.41.
13. that the Board accept and approve the resolution to receive the \$500,000 Grant over the three (3) year period to the Teaneck School district from the School Violence Prevention Program. This grant will help us improve overall safety, security and health of Teaneck schools learning environment by upgrading and installing:
 - Card access control devices
 - CCTV monitoring
 - Building alarms and systems
 - Visitor management
 - And other best practice safety standards that will enhance health and safety throughout the schools.This Grant aligns with the School Climate and Transformation Grant
14. that the Board approve the following change order for the new Administration building to provide a grass vegetation swale at the Retention Basin at Rear of the building per the meeting on 3-25-20 with an additional cost of \$7,496.39. See change order attached.
15. **Whereas**, on July 16, 2020, the Teaneck Board of Education (the "Board") entered into a Power Purchase Agreement ("PPA") with Teaneck, LLC, a special purpose entity formed and owned by Concord Engineering Group, Inc. ("CSG"), for the engineering, procurement, construction, operation and maintenance of six (6) Photovoltaic (PV) Solar energy systems; and

Whereas, pursuant to Section 25(e) of the PPA, Teaneck, LLC may assign its rights and obligations under the PPA to an "Affiliate"; and

Whereas, on September 11, 2020, the Board, through its counsel, received notice of an Assignment and Assumption Agreement dated September 10, 2020, by and between Teaneck, LLC and Teaneck Solar, LLC, a special purpose entity formed and owned by CSG; and

Whereas, pursuant to the Assignment and Assumption Agreement, Teaneck Solar, LLC has assumed all rights and obligations of Teaneck, LLC under the PPA.

Now Therefore, Be it Resolved that the Board of Education of Teaneck hereby recognizes that certain Assumption and Assignment Agreement dated September 10, 2020, as well as Teaneck Solar, LLC's assumption of all rights and obligations of Teaneck, LLC under that certain Power Purchase Agreement dated July 16, 2020.

16. **Whereas**, on June 12, 2020, the Teaneck Board of Education (the “Board”) contracted with Energy Systems Group, LLC (“ESG”) as a consultant for the Board’s energy conservation measures (“ECM”) program; and

Whereas, ESG prepared and issued a RFP for third-party Photovoltaic (PV) Solar energy asset owner to be responsible for executing a Power Purchase Agreement (“PPA”) with the Board, for the engineering, procurement and construction (“EPC”) services, and operation and maintenance (“O&M”) services associated with six (6) PV systems; and

Whereas, pursuant to ESG’s recommendation, the Board selected Concord Engineering Group, Inc. (“CEG”) as the Solar PV provider; and

Whereas, CEG formed a special purpose entity, Teaneck, LLC to provide the services specified hereinabove, which are more fully set forth in the PPA; and

Whereas, Teaneck, LLC and the Board executed the PPA on July 16, 2020; and

Whereas, pursuant to that certain Assignment and Assumption Agreement dated September 10, 2020, Teaneck Solar, LLC, a special purpose entity formed and owned entirely by CEG, acquired the assets and obligations of Teaneck, LLC; and

Whereas, ESG and Teaneck Solar, LLC are parties to that certain Letter Development Agreement for Solar PV Power Purchase dated July 7, 2020; and

Whereas, ESG and Teaneck Solar, LLC have requested that the Board acknowledge the Letter Development Agreement for Solar PV Power Purchase.

Now Therefore, Be it Resolved that the Board of Education of Teaneck hereby authorizes the acknowledgement of the Letter Development Agreement for Solar PV Power Purchase dated July 7, 2020; and

Be it Further Resolved, that the Board President and Board Secretary be and hereby are authorized to execute an acknowledgement of the same in a form acceptable to the Board Attorney.

17. **Whereas**, on July 16, 2020, the Teaneck Board of Education (the “Board”) entered into a Power Purchase Agreement (“PPA”) with Teaneck, LLC, succeeded in its entirety by Teaneck Solar, LLC, both of which are special purpose entities formed and owned by Concord Engineering Group, Inc. (“CSG”), for the engineering, procurement, construction, operation and maintenance of six (6) Photovoltaic (PV) Solar energy systems (collectively, the “Project”); and

Whereas, to facilitate development of the Project, the Board desires to license certain of its property to Teaneck Solar, LLC, upon which PV Solar energy systems will be constructed and operated; and

Whereas, the licensed property shall include Lowell Elementary School, Benjamin Franklin Middle School, Whittier Elementary School, Administration Building, Thomas Jefferson Middle School, and Teaneck High School; and

Whereas, the Board and Teaneck Solar, LLC desire to enter into a Project Site License Agreement for purposes of licensing the aforementioned properties where the development and installation of the Project will occur.

Now Therefore, Be it Resolved that the Board of Education of Teaneck hereby authorizes the execution of a Site License Agreement with Teaneck Solar, LLC in a form acceptable to the Board Attorney; and

Be it Further Resolved, that the Board President and Board Secretary be and hereby are authorized to execute the same in a form acceptable to the Board Attorney.

18. that the Board approve the following enrollment of the Teaneck School district as follows:

The Board of Education of School District No. 5150, County of Bergen, State of New Jersey as, provided for in Chapter 172 Laws 1979 (N.J.S.A. 18A:11-3), et seq.) hereby enrolls as a member of the New Jersey State Interscholastic Athletic Association (NJSIAA), a non-profit association of the public and non-public high schools in the State of New Jersey, and is authorized to participate in the approved athletic activities sponsored by the NJSIAA.

The Board of Education (of a public school) or Chief School Administrator (of a non-public school) hereby adopts as its own policy and agrees to be governed by the Constitution, Bylaws, Rules and Regulations of the NJSIAA.

Administrative Responsibility - NJSIAA must rely upon the voluntary compliance by its member schools in enforcing the eligibility standards set forth in NJSTAA Bylaws, Article V. Toward that end, the Principal of each member school has the affirmative obligation to report to the NJSIAA any violations of these standards. The fact that a school has disclosed that there has been an eligibility violation will not relieve the affected school of sanctions that may be imposed against it, pursuant to Article X of the NJSIAA Bylaws, including the forfeiture of games or events. However, the failure to disclose an eligibility violation may be grounds for imposing additional sanctions upon the offending school.

In addition, a school must maintain a status of "Member in Good Standing" as outlined in the Principal 's Affidavit to remain eligible for NJSIAA activities and tournaments.

Motion to amend #7 to include a date under Finance & Budget and approve

<i>Motion: G. Reiner</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Motion to approve agenda items 1-6 and 8-18 under Finance & Budget

<i>Motion: G. Reiner</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x		15, 16,17	
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x	18	12, 15, 16, 17	
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

PERSONNEL**SEPTEMBER 16, 2020**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Personnel resolutions:

1. that the Board approve the employment contracts for non-guide personnel for the 2020-2021 school year, as follows:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Rosemarie Antinori	Registrar	\$59,500

2. that the Board approve the stipend of \$5,000 from the PEA Grant for the position of Registrar Coordinator, and compensate Rosemarie Antinori, Registrar for the 2020-2021 school year.
3. that the Board approve payment to Nikka Warner for 10 vacation days at the daily rate of \$325.62, total payout amount of \$3,256.20.
4. that the Board approve payment to the following teachers, for assuming a sixth period assignment, on a temporary basis, at their negotiated contractual per class rate, effective date as indicated. Staff members will receive payment upon submission of appropriate payroll bill form for each pay date, and will receive their payment on the subsequent pay date:

<u>Name</u>	<u>Subject</u>	<u>Effective Dates</u>	<u>Rate</u>
a. Hazel Santana Rivas	Language Arts	09/08/20 - 01/03/21	\$60.00 (BA)
b. Paula Fishchkelta	Language Arts	09/08/20 - 01/03/21	\$70.00 (MA)
c. Amanda Detrick	Language Arts	09/08/20 - 01/03/21	\$70.00 (MA)
d. Allen Gonzalez	Language Arts	09/08/20 - 01/03/21	\$80.00 (MA+32)

5. that the Board approve payment to following teachers to revise district pacing guides for the 2020-2021 school year:

<u>Name</u>	<u>Curriculum Work</u>	<u>Stipend</u>
a. Jamera Blount	Grade 3 ELA Pacing Guide	\$500
b. Mindy Fliegelman	Grade 4 ELA Pacing Guide	\$500
c. Gillian Iapelli	Grade 5 ELA Pacing Guide	\$500
d. Gillian Iapelli	Grade 6 ELA Pacing Guide	\$500
e. Jeanne McVerry	Grade 7 ELA Pacing Guide	\$500
TOTAL:		\$2,500

6. that the Board approve the following certificated staff appointment, following a 90-day probationary period, effective dates as indicated, pending criminal history review:
- a. Curt Buckler, Grade 4 Teacher, at an annual salary of \$60,800 (TTEA BA/ step 7) assigned to Lowell Elementary School, effective September 17, 2020 through June 30, 2021, replacing Katherine Philip, resigned (PC#: 10-07-63/asn).
 - b. Jennifer Martin, Special Education Teacher, at an annual salary of \$65,000 (TTEA MA/ step 5) assigned to Lowell Elementary School, effective September 21, 2020 through June 30, 2021, replacing employee #5308, non-renewed (PC#: 10-07-34/asd).
 - c. Clexy Fernandez, Spanish Teacher, at an annual salary of \$67,000 (TTEA MA/ step 6) assigned to Benjamin Franklin Middle School, effective September 10, 2020 through June 30, 2021, replacing employee #5313, non-renewed (PC#: 10-10-06/aji).
 - d. Jennifer Kim, Preschool Disability Teacher, at an annual salary of \$65,000 (TTEA MA/ step 5), assigned to Bryant Elementary School, effective September 21, 2020 through June 30, 2021, new position.
7. that the Board approve the salary guide reclassification effective September 01, 2020 for the following teacher:

<u>Name</u>	<u>20-21 Guide Step</u>	<u>Salary</u>	<u>Reclassification</u>	<u>New Salary</u>
a. Rhoda Irodia	MA/step 12	\$87,200	MA+32/step 12	\$100,000

8. that the Board approve payment to the following high school teachers, for assuming a sixth period assignment, on a temporary basis, at their negotiated contractual per class rate, effective September 08, 2020. Staff members will receive payment upon submission of appropriate payroll bill form for each pay date, and will receive their payment on subsequent pay dates:

<u>Name</u>	<u>Subject</u>	<u>Effective Dates</u>	<u>Rate</u>
a. Marc Calello	Art 1	09/08/20 - 06/17/21	\$80.00 (MA+32)
b. Jennifer Noel	Art 2	09/08/20 - 06/17/21	\$80.00 (MA+32)
c. John Dean	Economics Honors	09/08/20 - 06/17/21	\$80.00 (MA+32)
d. Paola Arias	Spanish 1	09/08/20 - 06/17/21	\$70.00 (MA)
e. Daniel Henry	Physical Education	09/08/20 - 06/17/21	\$70.00 (MA)
f. Christie Prepis	Physical Education	09/08/20 - 06/17/21	\$80.00 (MA+32)
g. Yaneth Mesa	Chemistry	09/08/20 - 10/05/20	\$80.00 (MA+32)
h. Joseph LaBorde	Chemistry	09/08/20 - 10/05/20	\$80.00 (MA+32)
i. Eileen Glassey	Chemistry	09/08/20 - 10/05/20	\$80.00 (MA+32)
j. Esther Seo	Chemistry	09/08/20 - 10/05/20	\$80.00 (MA+32)
k. Kerry Viray	Chemistry	09/08/20 - 10/05/20	\$80.00 (MA+32)
l. Bettina Peets	Dance (MD)	09/08/20 - 06/17/21	\$60.00 (BA)
m. Matthew Lynskey	AP Language Comp	09/08/20 - 06/17/21	\$70.00 (MA)

9. that the Board approve payment to the following ICS teacher, for assuming a sixth period assignment at Benjamin Franklin Middle School, on a temporary basis, at their negotiated contractual per class rate, effective date as indicated. The staff member will receive payment upon submission of appropriate payroll bill form for each pay date, and will receive their payment on the subsequent pay date:

<u>Name</u>	<u>Subject</u>	<u>Effective Dates</u>	<u>Rate</u>
a. Ashley Andreala	Language Arts 8	09/08/20 - 06/17/21	\$70.00 (MA)

10. that the Board approve the following athletic coaches for the 2020-2021 school year, stipend in accordance with the TTEA contract:

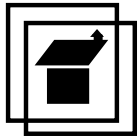
<u>Sport</u>	<u>Position</u>	<u>Name</u>	<u>Stipend Amount</u>
a. Fall Cheerleading	Head Coach	Atyana Hyatt	\$4,353.50
b. Cross Country	Head Coach	Bryan Walker	\$5,661.00
c. Cross Country	Assistant	Joel Garcia	\$4,529.00
d. Football	Head Coach	Samuel Griffin	\$10,191.00
e. Football	Assistant	Rashad White	\$6,795.00
f. Football	Assistant	Malik Lee	\$6,795.00
g. Football	Assistant	Kendall Daniels	\$6,795.00
h. Football	Assistant	James Evans	\$3,397.50
i. Football	Assistant	Calvin Harper	\$3,397.50
j. Football	Volunteer	Vaughn McEachin	\$0.00
k. Football	Volunteer	Jamil Jacobs	\$0.00
l. Football	Volunteer	Yobery Jimenez	\$0.00
m. Boys Soccer	Head Coach	Shaun Holder	\$7,927.00
n. Boys Soccer	Assistant	Daniel Corneal	\$5,661.00
o. Girls Soccer	Head Coach	Alexandra Cavallo	\$7,927.00
p. Girls Soccer	Assistant	Jared Meli	\$5,661.00
q. Girls Soccer	Volunteer	Payne Vasquez	\$0.00
r. Girls Tennis	Head Coach	Stephanie Baer	\$5,661.00
s. Girls Tennis	Assistant	Tracy Wells	\$3,963.00
TOTAL:			\$88,714.50

11. that the Board approve the following individuals to be paid for work in the Teaneck Community Education Center's SACC (School Age Child Care) program for the first marking period:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
a. Claudette Peterkin	Site Supervisor	\$27.06
b. Florence Hadnot	Aide/Substitute Site Supervisor	\$18.00

c. Keisha James	Assistant Site Supervisor	\$20.68
d. Deidra James	Lead Aide	\$18.62
e. Norris Perch	Aide	\$15.00
f. Feona Turner	Aide	\$15.00
g. Claudette Barnes	Aide	\$15.00
h. Kalimah Clyde	Aide	\$15.00
i. Rubina Abassi	Aide	\$15.00
j. Dawn Orhrnberger	Substitute Aide	\$15.00
k. Shahida Bano	Substitute Aide	\$15.00
l. Sabrina Elballat	Substitute Aide	\$15.00
m. Houda Bassim	Substitute Aide	\$15.00
n. Andrew Roney	Substitute Aide	\$15.00
o. Laurie Babitts	Substitute Aide	\$15.00

<i>Motion: S. Rodriguez</i>	<i>Second: H. Rose</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			



RESTART AND RECOVERY PLAN SUMMARY OF POLICY AND PLAN TEMPLATE REVISIONS

P 1648 – Restart and Recovery Plan (M) (Revised)

In an August 3, 2020 Memorandum, the Governor and the Commissioner of Education updated the June 26, 2020 New Jersey Department of Education, “The Road Back – Restart and Recovery Plan for Education” (NJDOE Guidance), revising the “anticipated minimum standards” under:

- Critical Area of Operation #3 – Transportation; and
- Critical Area of Operation #5 – Screening, PPE, and Response to Student and Staff Presenting Symptoms.

These revised “anticipated minimum standards” now require all students to wear face coverings subject to several exceptions, even if social distancing is possible. Policy Guide 1648 has been revised to incorporate the new face covering requirements of these two areas.

In addition, the reference to student face coverings in the following areas:

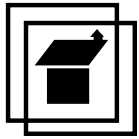
- Critical Area of Operation #2 – Classrooms, Testing, and Therapy Rooms; and
- Critical Area of Operation #4 – Student Flow, Entry, Exit, and Common Areas

of the NJDOE Guidance does not need to be included in this Policy Guide, but will require a revision in the Strauss Esmay Plan Template. This revised Policy Guide 1648 must be adopted by the Board and is available for download under the “Policy Alerts” tab – “Other Downloads” section of our website, www.straussesmay.com.

Policy Guide 1648 is **MANDATED**

P 1648.03 – Restart and Recovery Plan – Full-Time Remote Instruction (M) (New)

On August 13, 2020, the Governor of New Jersey signed Executive Order 175 indicating public school districts shall resume partial or full-time in-person instruction during the fall of school year 2020-2021. However, Executive Order 175 also indicates public school districts that are or become unable to satisfy the health and safety requirements for in-person instruction delineated in the NJDOE’s “Checklist for Re-Opening of School 2020-2021” and detailed in the “The Road Back – Restart and Recovery Plan for Education” (NJDOE Guidance), may provide full-time remote instruction to all students pursuant to N.J.S.A. 18A:7F-9.



NEW JERSEY POLICY ALERT Policy Alert and Support System

School districts that determine they cannot provide in-person instruction must submit documentation to the Department of Education that includes, among other things, a date by which the school or school district anticipates the resumption of in-person instruction. Policy Guide 1648.03 has been developed to incorporate the full-time remote instruction option addressed in the August 13, 2020 Executive Order 175.

This new Policy Guide 1648.03 must be adopted by the Board and is available for download under the “Policy Alerts” tab – “Other Downloads” section of our website, www.straussesmay.com.

Policy Guide 1648.03 is **MANDATED**

Restart and Recovery Plan to Reopen Schools – Template (Revised)

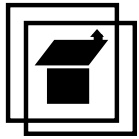
On August 3, 2020, the New Jersey Governor and the Commissioner of Education published a Memorandum updating the June 26, 2020, “The Road Back - Restart and Recovery Plan for Education” (NJDOE Guidance), guidance document for reopening New Jersey schools in September 2020 during the COVID-19 pandemic. The Memorandum revises the NJDOE Guidance adding an “anticipated minimum standard” requiring all students to wear face coverings, except where doing so would inhibit the individual’s health or in accordance with an expanded list of exceptions listed in the Memorandum.

The Memorandum indicates this new “anticipated minimum standard” below shall be added to Critical Area of Operation #3 – Transportation and Critical Area of Operation #5 – Screening, PPE, and Response to Student and Staff Presenting Symptoms.

“Students are required to wear face coverings, unless doing so would inhibit the student’s health. It is necessary to acknowledge that enforcing the use of face coverings may be impractical for young children or individuals with disabilities.”

The Memorandum also expands the exceptions for a student wearing a mask.

1. August 3, 2020 Memorandum – Student Face Coverings Plan Template Revisions
 - a. Strauss Esmay’s Plan Template needs to be revised to incorporate the new face covering requirements under Critical Area of Operation #3 and Critical Area of Operation #5 as outlined in the August 3, 2020 Memorandum.
 - b. In addition, Strauss Esmay is also recommending school districts revise the Plan Template under Critical Area of Operation #2 and Critical Area of Operation #4 to require students to wear face coverings consistent with the August 3, 2020 Memorandum. These revisions will ensure all references to student face coverings in the Plan Template are consistent with the requirements of the August 3, 2020 Memorandum. In summary, these changes indicate students are required to wear face coverings even if social distancing is possible.



NEW JERSEY POLICY ALERT Policy Alert and Support System

2. July 24, 2020 Memorandum – Full-Time Remote Learning Options for Families
 - a. Strauss Esmay developed and made available to download a new Policy Guide 1648.02 in response to the July 24, 2020 Memorandum regarding Full-Time Remote Learning to be an option for a parent and designated an additional Appendix Q for the Policy Guide to be inserted into the Strauss Esmay Plan Template Appendices section. Strauss Esmay, at the time, did not recommend revising the language in the Plan Template as Appendix Q is part of the Plan Template. However, considering the Plan Template has to be revised to incorporate the new face covering requirement for students, Strauss Esmay is recommending the Plan Template language be revised at this time to reference Appendix Q – Remote Learning Options.
3. Revising the Plan Template
 - a. When revising the Strauss Esmay Plan Template, the district should use the attached document titled “Restart and Recovery Plan to Reopen Schools – Template 2” in making the revisions noted above. Similar to a Policy Alert, the district is provided **bold** and ~~strike-through~~ text which to highlight the revisions recommended by Strauss Esmay in accordance with the NJDOE’s supplemental guidance.

Also included is a document titled “Restart and Recovery Plan to Reopen Schools – Template 2” [Without Bold and Strike Through Text] for a district to easily revise the school district’s Plan.
 - b. Copies of the updated Plan Template (Restart and Recovery Plan to Reopen Schools – Template 2) with and without bold and strike through text are available for download under the “Policy Alerts” tab – “Other Downloads” section of our website, www.straussesmay.com.

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Other COVID-19 documents previously made available for download on www.straussesmay.com:

- P 1648.02 – Remote Learning Options for Families – Summary Statement [July 31, 2020]
- P 1648.02 – Remote Learning Options for Families [July 31, 2020]
- Appendix Q – Remote Learning Options for Families (Needed for P 1648.02) [July 31, 2020]
- Restart and Recovery Plan to Reopen Schools – Template [July 15, 2020]
- Restart and Recovery Plan to Reopen Schools – Memorandum [July 15, 2020]
- P 1649 – Federal Families First Coronavirus (COVID-19) Response Act (M) [June 16, 2020]

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Remote Learning Options for Families

July 20

M

[See **POLICY ALERT No. 221**]

1648.02 REMOTE LEARNING OPTIONS FOR FAMILIES

On July 24, 2020, the New Jersey Governor and the Commissioner of Education published a supplemental guidance document titled “Clarifying Expectations Regarding Fulltime Remote Learning Options for Families 2020-2021” as a result of the COVID-19 pandemic. This supplemental guidance includes an additional “anticipated minimum standard,” as this phrase is used throughout “The Road Back: Restart and Recovery Plan for Education” (NJDOE Guidance). This additional “anticipated minimum standard” provides that, in addition to the methods and considerations explicitly referenced in the NJDOE Guidance for scheduling students for in-person, remote, or hybrid learning, families/guardians (hereinafter referred to as “parents”) may submit, and school districts shall accommodate, requests for full-time remote learning.

Requests for full-time remote learning may include any service or combination of services that would otherwise be delivered to students on an in-person schedule, which may be a hybrid schedule, such as instruction, behavioral and support services, special education, and related services. A parent may request some services be delivered entirely remotely, while other services follow the same schedule they otherwise would according to the provisions in the school district’s Restart and Recovery Plan (Plan) and Policy 1648.

A parent may contact the Principal or designee of the building the student would attend with any questions on: a request to transition from in-person services to full-time remote learning; a request to transition from full-time remote learning to in-person services; the procedures of this Policy; and/or any other information regarding the school district’s Plan and Policy 1648.

To ensure clarity and consistency in implementation of full-time remote learning, the Board of Education adopts this Policy that addresses the following:

A. Unconditional Eligibility for Full-time Remote Learning

1. All students are eligible for full-time remote learning.



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Remote Learning Options for Families

- a. Eligibility for full-time remote learning cannot be conditioned on a parent demonstrating a risk of illness or other selective criteria.
- b. Unconditional eligibility for full-time remote learning includes students with disabilities who attend in-district schools or receiving schools (county special services school districts, educational services commissions, jointure commissions, Katzenbach School for the Deaf, regional day schools, college operated programs, and approved private schools for students with disabilities).

B. Procedures for Submitting Full-time Remote Learning Requests

1. A parent may request a student receive full-time remote learning from the school district by submitting a written request to the Principal of the school building their child would attend. The written request shall be provided to the Principal at least _____ calendar days before the student is eligible to commence full-time remote learning in accordance with B.2. below.

2. The student may only begin full-time remote learning

[Choose one or more of the following:

_____ at the beginning of the school year.

_____ at the beginning of a marking period.

_____ at the beginning of a mid-year semester.

_____ within _____ school days after receiving written approval of the Principal or designee.]

3. The written request for the student to receive full-time remote learning shall include:

- a. The student's name, school, and grade;



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Remote Learning Options for Families

- b. The technology the student will be using to receive full-time remote learning, including the student's connectivity capabilities;
 - c. A request for any service or combination of services that would otherwise be delivered to the student on an in-person or hybrid schedule, such as instruction, behavioral and support services, special education, and related services;
 - d. For students with disabilities, the school district staff will determine if an Individualized Education Plan (IEP) meeting or an amendment to a student's IEP is needed for full-time remote learning; and
 - e. Any additional information the Principal or designee requests to ensure the student, when receiving remote learning, will receive the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs.
 - (1) The documentation required by the school district to be provided in the parent's request for full-time remote learning shall not exclude any students from the school district's full-time remote learning option, but rather be limited to the minimum information needed to ensure proper recordkeeping and implementation of successful remote learning.
4. Upon receiving the written request, the Principal or designee may request additional information from the parent to assist the Principal or designee in providing the student the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs.
5. The Principal or designee will review the written request and upon satisfaction of the procedures outlined in this Policy, the Principal



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or designee will provide written approval of the parent's request for full-time remote learning.

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Remote Learning Options for Families

a. In the event the request does not satisfy the procedures outlined in this Policy, the Principal or designee will notify the parent in writing of the issues that need to be addressed by the parent to satisfy the procedures outlined in this Policy.

6. The Principal's written approval of the request shall be provided to the parent within _____ calendar days of receiving the parent's written request.

a. The written approval will include the date the remote learning program will commence for the student in accordance with B.2. above.

C. Scope and Expectations of Full-Time Remote Learning

1. The scope and expectations of the school district's full-time remote learning program will include, but not be limited to, the following:

a. The length of the school day pursuant to N.J.A.C. 6A:32-8.3 and compliance with the Board's Attendance Policy and Regulation 5200; the provisions of the district's remote learning program outlined in the school district's Plan; and any other Board policies and regulations that govern the delivery of services to, and district expectations of, students participating in the remote learning program and their families;

b. The technology and the connectivity options to be used and/or provided to the student during remote learning; and

c. Any additional information the Principal or designee determines is needed to ensure the student, when receiving remote learning, will receive the same quality and scope of instruction and other educational services as any other



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student otherwise participating in school district programs (i.e. students participating in a hybrid model).

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Remote Learning Options for Families

(1) This includes, for example, access to standards-based instruction of the same quality and rigor as afforded all other students of the district, the district making its best effort to ensure that every student participating in remote learning has access to the requisite educational technology, and the provision of special education and related services to the greatest extent possible.

d. The school district will endeavor to provide supports and resources to assist parents, particularly those of younger students, with meeting the expectations of the school district's remote learning option.

D. Procedures to Transition from Full-Time Remote Learning to In-Person Services

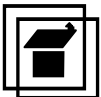
1. A parent may request their student transition from full-time remote learning to in-person services, if in-person services are being provided, by submitting a written request to the Principal of the building the student will attend. This request must be submitted at least _____ calendar days before the student is eligible for in-person services.
2. A student is only eligible to transition from full-time remote learning to in-person services commencing

[Choose one or more of the following:

_____ at the beginning of the school year.

_____ at the beginning of a marking period.

_____ at the beginning of a mid-year semester.



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_____ within _____ school days after receiving written approval of the Principal or designee.]

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Remote Learning Options for Families

3. The written request from the parent for the student to transition from full-time remote learning to in-person services shall include:
 - a. The student's name, school, and grade;
 - b. The in-person program may only commence for a student transitioning from full-time remote learning to in-person services in accordance with D.2. above; and
 - c. Any additional information the Principal or designee determines would be important on the student's transition from full-time remote learning to in-person services.
4. A student previously approved for remote learning wanting to transition into the school district's in-person program must spend at least

[Choose one or more of the following:

_____ one marking period in remote learning before being eligible to transition into the school district's in-person program.

_____ one semester (1/2 school year) in remote learning before being eligible to transition into the school district's in-person program.

_____ _____ school days in remote learning before being eligible to transition into the school district's in-person program.]

- a. This will allow parents to make the arrangements needed to effectively serve students' home learning needs and will support educators in ensuring continuity of instruction for the student.



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5. The Principal or designee will review the request for compliance with this Policy, and upon satisfaction of the procedures in this Policy, will provide the parent of the student a written approval of the student entering the school district's in-person program.

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Remote Learning Options for Families

- a. In the event the request does not satisfy the procedures outlined in this Policy, the Principal or designee will notify the parent in writing of the issues that need to be addressed by the parent to satisfy the procedures outlined in this Policy.
6. Upon approval of the student's transition from full-time remote learning to in-person services, the school district will provide specific student and academic services to better assist parents anticipate their student's learning needs and help educators maintain continuity of services.
7. School districts that offer Pre-K will consult their Pre-K curriculum providers regarding appropriate measures to assess a Pre-K student's learning progress during the transition from full-time remote learning to in-person learning.

E. Reporting

1. To evaluate full-time remote learning, and to continue providing meaningful guidance for school districts, it will be important for the New Jersey Department of Education (NJDOE) to understand the extent and nature of demand for full-time remote learning around the State.
 - a. The school district will be expected to report to the NJDOE data regarding participation in full-time remote learning. Data will include the number of students participating in full-time remote learning by each of the following subgroups: economically disadvantaged; major racial and ethnic groups; students with disabilities; and English learners.



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F. Procedures for Communicating District Policy with Families

1. The school district will have clear and frequent communication with parents, in their home language, to help ensure this important flexibility is as readily accessible as possible. Communication must include, at a minimum, information regarding:

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Remote Learning Options for Families

- a. Summaries of, and opportunities to review, the school district's full-time remote learning Policy/Plan;
- b. Procedures for submitting full-time remote learning requests in accordance with B. above;
- c. Scope and expectations of full-time remote learning in accordance with C. above;
- d. The transition from full-time remote learning to in-person services and vice-versa in accordance with B. and D. above; and
- e. The school district's procedures for ongoing communication with families and for addressing families' questions or concerns.

G. Home or Out-of-School Instruction

1. No provision of this Policy supersedes the district's requirements to provide home or out-of-school instruction for the reasons outlined in N.J.S.A. 18A, N.J.A.C. 6A, or any applicable Board policy unless determined otherwise by the Superintendent or designee.

[See the District's Restart and Recovery Plan – Appendix Q for the protocols/procedures for “Remote Learning Options for Families” which is outlined in the school district's Restart and Recovery Plan.]

New Jersey Department of Education Guidance Document:
“Clarifying Expectations Regarding Fulltime Remote Learning



[1732-001/00759440-]
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POLICY GUIDE

Options for Families 2020-2021”

Adopted:



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Teaneck Public Schools 2020 - 2021 District Calendar

<div>SEPTEMBER 2020</div> <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr></table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				<div>SEPTEMBER</div> <div>1 - 4 Teachers/Paraprofessionals & 10 Month Secretaries Report Supt. Convocation on Sept. 1</div> <div>7 District Closed – Labor Day</div> <div>8 Schools Open Virtually</div> <div>8-11 4 hour session for Students/ Staff PD (PM)</div> <div>18 4 hour session for Students & Staff for Rosh Hashanah (begins at sundown)</div> <div>28 District Closed – Yom Kippur</div>	<div>FEBRUARY</div> <div>15 District Closed – Presidents’ Day</div>	<div>FEBRUARY 2021</div> <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28													
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- 181 School Days for Students
186 Work Days for Teachers/Paraprofessionals/
10 Month Secretaries
- School begins/ends for School Staff
 School begins/ends for Students
 District Closed
- 4 hour session for Student/Staff PD
 4 hour session Students & Staff
 Schools Closed

Teaneck Public Schools 2020 - 2021 District Calendar

This calendar includes one (1) emergency day. Any additional days needed will be made up during spring recess. The Board of Education and the District Administration reserve the right to make adjustments to the school calendar when it is deemed necessary. *For 12-month employees only, the District will be closed on Friday, July 3, 2020 (total of 15 paid holidays).*

JULY 2020							<u>JULY</u> 3 District Closed (Independence Day Observed)		<u>AUGUST</u> 11 & 12 Executive Team Retreat (will occur during this week) 17-21 Superintendent's PD Days (will occur during this week) 24-28 New Teacher Orientation (will occur during this week)		AUGUST 2020						
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For 12-month employees only, the District will be closed on Friday, July 3, 2020 (total of 15 paid holidays). Please note Professional Development Days in August.

2020 Board Meeting Dates – Please see District web site for locations and start times.

WORKSHOP

July N/A
August N/A
September 9
October 7
November 4
December 2

REGULAR

July 29 (Special Meeting)
August 26 (Special Meeting)
September 16
October 14
November 11
December 9

Reorganization Meeting – Thursday, January 6, 2021



ACCOUNT	DESCRIPTION	AMOUNT TRANSFERRED	
		From	To
18366 11-190-100-610-83-40-0-0	INST'L SUPPLIES D.WIDE		\$365,000.00
18366 11-190-100-610-02-31-S-D	EQUIP/ART/SUPT - DW	(\$150,000.00)	
18366 11-401-100-100-29-15-H-F	INST'L SUPPLIES D.WIDE	(\$16,250.00)	
18366 11-401-100-100-29-15-H-H	INST'L SUPPLIES D.WIDE	(\$75,000.00)	
18366 11-401-100-100-29-15-H-J	INST'L SUPPLIES D.WIDE	(\$16,250.00)	
18366 11-402-100-100-26-15-H-H	INST'L SUPPLIES D.WIDE	(\$107,500.00)	
		(\$365,000.00)	\$365,000.00
EXPLANATION: COVID SUPPLIES			
18531 11-190-100-610-18-40-T-H	General Instruct'l Supplies	(\$2,578.13)	
18531 12-000-240-730-71-32-T-H	EQUIP/THS/ADMIN		\$2,578.13
		(\$2,578.13)	\$2,578.13
EXPLANATION: SHREDDER THS			
18532 11-190-100-610-03-40-N-D	BUSINESS/INSTR SUPP/DIST	(\$3,000.00)	
18532 11-190-100-640-18-40-T-H	TEXTBOOKS/ THS	(\$2,000.00)	
18532 11-190-100-640-15-44-L-D	SOC STUD/TEXTBOOKS/DIST		\$5,000.00
		(\$5,000.00)	\$5,000.00
EXPLANATION: SHREDDER THS			
18556 1-000-213-600-74-40-C-K	SUPL/MEDICAL/THEODORA LACEY	(1,314.43)	
18556 11-000-213-600-74-40-C-C	OTHER MEDICAL SUPPLIES		\$1,314.43
		(\$1,314.43)	\$1,314.43
EXPLANATION: MEDICAL SUPPLIES			
18558 11-000-251-330-83-50-0-0	PRCH'D PROF'L SERVICES/OSBM	(\$3,844.30)	
18558 11-000-251-590-83-50-0-0	OTHER PRCH'D SERVICES/OSBM	(\$3,605.70)	
18558 11-000-251-340-83-50-0-0	PRCH'D TECHNICAL SERVICES/OSBM		\$7,450.00
		(\$7,450.00)	\$7,450.00
EXPLANATION: EDUC'L DATA AND GRANICUS SERVICES			
18559 11-000-252-330-86-50-2-0	PRCH'D PROF'L SERVICES/TECH	(\$17,383.83)	
18559 11-000-251-340-84-50-H-0	PRCH'D TECHNICAL SERVICES/HRM		\$17,383.83
		(\$17,383.83)	\$17,383.83
EXPLANATION: ABSENCE MANAGEMENT, IEP AND EVALUATION SERVICES			
18560 20-218-200-103-71-10-0-K	CONTR SAL/ADMIN PRE-K	(\$3,746.78)	
18560 20-218-200-511-18-52-0-K	TELC/TRANSPORTATION	(\$253.22)	
18560 20-218-200-440-95-50-K-K	RENTAL/CHRIST E. CHURCH		\$4,000.00
		(\$4,000.00)	\$4,000.00
EXPLANATION: RENTAL BUDGET ACCOUNT ADJ			
18561 11-000-251-330-83-50-0-0	PRCH'D PROF'L SERVICES/OSBM	(\$85.98)	
18561 11-000-251-590-83-50-0-0	OTHER PRCH'D SERVICES/OSBM	(\$80.65)	
18561 11-000-251-610-83-49-0-0	SUPPLIES & MATERIALS/OSBM	(\$2,843.37)	
18561 11-000-251-890-83-49-0-0	OTHER EXPENSES/OSBM		\$3,010.00
		(\$3,010.00)	\$3,010.00
EXPLANATION: MISC. EXPENSE SUMMER TENTS FOR LUNCH PRGRM			
18580 20-218-200-200-99-21-0-K	EMPL HEALTH BENEFITS	(\$28,750.00)	
18580 20-218-200-105-61-10-K-K	CONTRA SALARY/SECRETARY		\$28,750.00
		(\$28,750.00)	\$28,750.00
EXPLANATION: MISC. EXPENSE SUMMER TENTS FOR LUNCH PRGRM			
18587 11-000-291-270-99-21-0-0	INS EMPL/GROUP HLTH BNFT	(\$22,970.40)	
18587 11-000-262-520-98-54-0-0	INSURANCE/ GENERAL		\$22,970.40
		\$0.00	\$22,970.40
EXPLANATION: DISTRICT INSURANCE ACCOUNT ADJ			
18588 11-000-240-105-71-19-H-D	SUBS/SECRETARIAL/DISTRICT WIDE	(\$4,777.50)	
18588 11-000-266-105-71-10-0-0	CONTR/SAL SECRETARIAL		\$4,777.50
		(\$4,777.50)	\$4,777.50
EXPLANATION: DISTRICT INSURANCE ACCOUNT ADJ			

18590	11-204-100-101-53-71-C-C	EXT SCH YR/TCH SAL/SP.ED	(\$7,800.00)	
18590	11-209-100-101-53-71-H-C	EXT SCH YR/TCH SAL/SP. ED		\$7,800.00
			<u>(\$7,800.00)</u>	<u>\$7,800.00</u>
	EXPLANATION: EXTENDED SCHOOL YEAR SALARY ACCT ADJ			
18591	11-204-100-101-53-71-C-C	EXT SCH YR/TCH SAL/SP. ED	(\$28,800.00)	
18591	11-212-100-101-53-71-H-C	EXT SCH YR/TEACHERS		\$28,800.00
			<u>(\$28,800.00)</u>	<u>\$28,800.00</u>
	EXPLANATION: EXTENDED SCHOOL YEAR SALARY ACCT ADJ			
18592	11-204-100-101-53-71-C-C	EXT SCH YR/TCH SAL/SP.ED	(\$36,000.00)	
18592	11-216-100-101-53-71-H-C	EXT SCH YR/TEACHER SALARIES		\$36,000.00
			<u>(\$36,000.00)</u>	<u>\$36,000.00</u>
	EXPLANATION: EXTENDED SCHOOL YEAR SALARY ACCT ADJ			
18596	11-000-291-270-99-21-0-0	INS EMPL/GROUP HLTH BNFT	(\$29,182.38)	
18596	12-000-262-441-89-50-1-0	OFFICE RENTAL-ADMIN		\$29,182.38
			<u>(\$29,182.38)</u>	<u>\$29,182.38</u>
	EXPLANATION: OFFICE RENTAL			

FINANCE COMMITTEE SIGNATURE

DATE

Tuition

Student ID#	Placement	Tuition	Start Date	1:1 Aide
99705	Bergen County Special Services (BCSS) - ESY	\$5,300.00	7/6/2020	\$4,500.00
105843	New Alliance Academy	\$91,665.00	9/3/2020	
105064	New Alliance Academy	\$91,665.00	9/3/2020	
106158	The CTC Academy	\$83,514.00	9/10/2020	\$21,500.00
104765	Flex School	\$58,218.00	9/4/2020	
96287	Bergen County Special Services District		9/3/2020	\$52,000.00
105229	Bergen County Special Services District		9/3/2020	\$52,000.00
104448	Bergen County Special Services District		9/3/2020	\$52,000.00
	Totals	\$330,362.00		\$182,000.00
	Grand Total	\$512,362.00		

Fundraising Activities by School

School or Department: Teaneck High School

Fundraising Activity: T-SHIRT Sales

Sponsoring Organization: Student Council

Name of sponsors: Natasha Green - Advisor/Dean

Participants: The council members will sell t-shirts to staff, faculty, parents and community.

Location(s): Online

Date(s): September 17, 2020 - January 29, 2021

Estimated funds to be raised by this activity: \$700

Funds to sponsoring organization: 100%

EXPLANATION: The funds will offset the costs for senior activities and purchases.

School or Department: Teaneck High School

Fundraising Activity: Stop n Shop A++ Reward Program

Sponsoring Organization: Student Assistance

Name of sponsors: Breanne Millett & Pedro Valdes

Participants: Stop n Shop customers

Location(s): Stop n Shop stores

Date(s): Sept 17, 2020 - June 30, 2021

Estimated funds to be raised by this activity: \$100 - \$500

Funds to sponsoring organization: 100%

EXPLANATION: The funds assist students as the need arises; on a need by need basis.

ADDITIONAL Fundraising Activities by School

School or Department: Benjamin Franklin Middle School
Fundraising Activity: A+ Stop and Shop Rewards
Sponsoring Organization: Benjamin Franklin Middle School
Name of sponsors: Terrence Williams, Principal
Participants: Stop and Shop Customers
Date(s): September 17, 2020 – June 30, 2021
Estimated funds to be raised by this activity: \$500
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to offset costs and to support student events.

Bill To:Teaneck Board of Education
One Merrison Street
Teaneck, NJ 07666
Attn: Accounts Payable**Ship To**Teaneck High School
Room 101
100 Elizabeth Avenue
Teaneck, NJ 07666
Attn: Anthony D'Angelo

PO #	Project	Terms	Due Date	REP
		Net 21 Days	9/30/2020	ARP

Description	Qty.	Unit of Meas.	Rate	Total
NJ State Contract - A 81751 Originally Quoted 12-24-2019 / Revised 09-09-2020				0.00 0.00
The following proposal is to supply and install Mannington Color Anchor LVT, Groove, Size, 18" x 18", color C118 Cottontail. Prior to installation, remove existing VCT and dispose off premises. Remove and replace approximately (2) sheets of 4' x 8' x 3/4" plywood subfloor and prep as needed to prepare for new installation. New 6" vinyl cove base on wall perimeters to replace existing. Vinyl transitions at doorways to replace existing. All furniture to be handled by Teaneck BOE personnel prior to installation. Price is inclusive of daytime hours, Monday through Friday, 8am - 4:00pm			0.00	0.00
Mannington Color Anchor, LVT, Groove, 18" x 18", Color: C118 Cottontail	621	sf	2.60	1,614.60
Mannington PSA-4 Adhesive	1	pail	137.03	137.03
Mannington 6" x 4' x 1/8" vinyl cove base, Color: Burnt Umber	100	lf	0.75	75.00
Non Common Carrier Freight	1	min	273.99	273.99
Mannington - regular time	23	hours	243.51	5,600.73

KZ Revised by ML

Materials will only be held in RFS warehouse for 30 day. After 30 days you will receive a
materials only invoice an arrangements for deliver will be made.

Phone:

201-796-0006

Web Site

www.rfscommercial.com

Total**\$7,701.35**STATE CONTRACTS:
Mannington - A81751
Mohawk - A81753
Interface - A81756
Furniture & Accessories - ESCNJ 17/18-16
Ardex - ESCNJ 18/19-59
Shaw Sourcewell - 121715
Tarkett-Tandus - 81755
Tarkett - Sourcewell - 080819-TFU

Bill To:Teaneck Board of Education
One Merrison Street
Teaneck, NJ 07666
Attn: Accounts Payable**Ship To**Teaneck High School
Room 107
100 Elizabeth Avenue
Teaneck, NJ 07666
Attn: Anthony D'Angelo

PO #	Project	Terms	Due Date	REP
		Net 21 Days	9/30/2020	ARP

Description	Qty.	Unit of Meas.	Rate	Total
NJ State Contract - A 81751 Originally Quoted 12-19-19 / Revised 09-09-2020				0.00 0.00
The following proposal is to supply and install Mannington Color Anchor, Groove LVT, 18" x 18", color C118 Cottontail. Prior to installation, abatement of existing VAT and dispose off premises. Skim coat as needed to prepare existing subfloor for new installation. New 6" vinyl cove base on wall perimeters to replace existing. Vinyl transitions at doorways as needed. Furniture to be handled by Teaneck BOE Personnel prior to installation. Price is inclusive of daytime hours. Monday through Friday 8am-4:30pm.			0.00	0.00
Non Friable Abatement	1	min	4,600.00	4,600.00
Mannington Color Anchor, LVT, Groove, 18" x 18", Color: C118 Cottontail	621	s/f	2.60	1,614.60
Mannington PSA-4, Adhesive	1	pail	137.03	137.03
Mannington 6" x 4' x 1/8" Vinyl Cove Base, Color: Burnt Umber	100	l/f	0.75	75.00
Non Common Carrier Freight	1	min	273.99	273.99
Mannington - regular time	16	hours	243.51	3,896.16

KZ Revised by ML

Materials will only be held in RFS warehouse for 30 day. After 30 days you will receive a
materials only invoice an arrangements for deliver will be made.

Phone:

201-796-0006

Web Site

www.rfscommercial.com

Total**\$10,596.78**STATE CONTRACTS:
Mannington - A81751
Mohawk - A81753
Interface - A81756
Furniture & Accessories - ESCNJ 17/18-16
Ardex - ESCNJ 18/19-59
Shaw Sourcewell - 121715
Tarkett-Tandus - 81755
Tarkett - Sourcewell - 080819-TFU

Bill To:

Teaneck Board of Education
One Merrison Street
Teaneck, NJ 07666
Attn: Accounts Payable

Ship To

Teaneck High School
Forum Room 127-Self Level Area
100 Elizabeth Ave
Teaneck, NJ 07666
Anthony D'Angelo 201.248.0205

PO #	Project	Terms	Due Date	REP
		Net 21 Days	1/31/2020	ARP

Description	Qty.	Unit of Meas.	Rate	Total
NJ State Contract - A 81751				0.00
Revised 09-09-2020				0.00
This is a proposal to supply and install Mannington Color Anchor, Groove LVT, 18" x 18", color TBD in the Forum 127 area only at the location listed above. Prior to installation, remove VCT, 3/8" plywood and 3/4" hardwood down to concrete subfloor and haul off premises. Prime subfloor with Ardex P-51. Spread out 3/4" crushed stone over entire area. Pour over 1" of Ardex K-40 self leveler and rake rocks throughout. Next day, prime once more with Ardex P-51 and do a top coat of Ardex K-40 self leveler without aggregate. 200 l/f of new 6" cove base, color TBD. Straight time Monday through Friday. All furniture to be removed by Teaneck BOE personnel.			0.00	0.00
Mannington Color Anchor, Groove LVT, 18" x 18", Color: TBD	783	s/f	2.62	2,051.46
Mannington PSA-4 Adhesive	1	pail	138.07	138.07
Mannington 6" x 4' x 1/8" Vinyl Cove Base, Color: TBD	200	l/f	0.75	150.00
Mannington Wall Base Adhesive R101G4 Rubber & Vinyl	1	pail	93.32	93.32
Ardex P-51 Primer - 1 Gallon	7	gallons	63.21	442.47
Ardex K-40 Rapid High Flow Self Leveling Underlayment - 1st Lift 5/8" Average	182	bags	30.02	5,463.64

AP Revised by ML

Materials will only be held in RFS warehouse for 30 day. After 30 days you will receive a materials only invoice an arrangements for deliver will be made.

Total

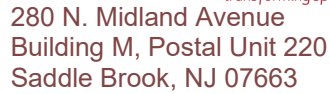
Phone:

201-796-0006

Web Site

www.rfscommercial.com

STATE CONTRACTS:
Mannington - A81751
Mohawk - A81753
Interface - A81756
Furniture & Accessories - ESCNJ 17/18-16
Ardex - ESCNJ 18/19-59
Shaw Sourcewell -121715
Tarkett-Tandus - 81755
Tarkett - Sourcewell - 080819-TFU



Proposal Date: 1/13/2020
Proposal #: 94643

Teaneck Board of Education
One Merrison Street
Teaneck, NJ 07666
Attn: Accounts Payable

Teaneck High School
Forum Room 127-Self Level Area
100 Elizabeth Ave
Teaneck, NJ 07666
Anthony D'Angelo 201.248.0205

Description	Qty.	Unit of Meas.	Rate	Total
Ardex K-40 Rapid High Flow Self Leveling Underlayment - 2nd Lift 1/2" Cap	56	bags	30.02	1,681.12
3/4" Crushed Stone (Open Market Pricing)	3	cubic yards	150.00	450.00
Bags for stone / Pallet (Open Market Princing)	3	bags	40.00	120.00
Mannington - regular time	152	hours	243.51	37,013.52

STATE CONTRACTS:
Mannington - A81751
Mohawk - A81753
Interface - A81756
Furniture & Accessories - ESCNJ 17/18-16
Ardex - ESCNJ 18/19-59
Shaw Sourcewell -121715
Tarkett-Tandus - 81755
Tarkett - Sourcewell - 080819-TFU

Bill To:

Teaneck Board of Education
One Merrison Street
Teaneck, NJ 07666
Attn: Accounts Payable

Ship To

Teaneck High School
Forum Room 129-Carpet Area
100 Elizabeth Ave
Teaneck, NJ 07666
Anthony D'Angelo 201.248.0205

PO #	Project	Terms	Due Date	REP
		Net 21 Days	1/31/2020	ARP

Description	Qty.	Unit of Meas.	Rate	Total
Interface A-81756			0.00	0.00
Revised 09-09-2020				0.00
This is a proposal to supply and install Interface Cubic carpet tile, color TBD in the Forum Room 129 area at the location listed above. Prior to installation, remove the existing broadloom and haul off premises. Scrape and skim coat plywood subfloor to prepare for new carpet tile. 200 l/f of new 6" cove base, color TBD. Straight time Monday through Friday. All furniture to be removed by Teaneck BOE personnel.			0.00	0.00
Interface Cubic Carpet Tile, 50cm x 50cm, Color: TBD	95.68	yards	18.34	1,754.77
Interface 2000 Plus Adhesive	1	pail	96.00	96.00
Mannington 6" x 4' x 1/8" Vinyl Cove Base, Color: TBD	200	l/f	0.75	150.00
Mannington R101G4 Cove Adhesive	1	pail	92.62	92.62
Non Common Carrier/Freight	1	min	314.01	314.01
Interface regular hours	16	hours	231.33	3,701.28

AP Revised by ML

Materials will only be held in RFS warehouse for 30 day. After 30 days you will receive a materials only invoice an arrangements for deliver will be made.

Phone:

201-796-0006

Web Site

www.rfscommercial.com

Total
\$6,108.68

STATE CONTRACTS:

Mannington - A81751

Mohawk - A81753

Interface - A81756

Furniture & Accessories - ESCNJ 17/18-16

Ardex - ESCNJ 18/19-59

Shaw Sourcewell -121715

Tarkett-Tandus - 81755

Tarkett - Sourcewell - 080819-TFU







Proposal

ALR CONSTRUCTION SERVICES, LLC

P.O. BOX 67, 397 PARKSIDE ROAD
HARRINGTON PARK, NJ 07640-0067

Tel (201) 768-9591
Fax (201) 768-4595

"WE CAN DIG IT"

• COMPLETE SITE CONSTRUCTION • EXCAVATING • GRADING • DEMOLITION • LAND CLEARING • SNOW PLOWING

PROPOSAL SUBMITTED TO MOBILLEASE MODULAR SYSTEMS		PHONE 908-686-9600	DATE 4.22-2020
STREET 655 TEANECK ROAD		JOB NAME	
CITY, STATE AND ZIP CODE TEANECK, NEW JERSEY		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

GRASS VEGETATION SWALE WITH PYROWAT MATTING
59559 ft. @ 10⁰⁰/sq ft.

\$5950⁰⁰

AS PER REVISED PLAN OF ARCHITECT

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ **48** Signature _____

Patricia J. Ryou
110 Edison Place, Suite 301
Newark, NJ 07102
Telephone: 973-707-3568
Telefax: 973-893-5962
PRyou@PearlmanMiranda.com

September 11, 2020

VIA ELECTRONIC MAIL

Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054
Attn: Justin A. Marchetta, Esq.

Re: Assignment and Assumption Agreement, by and between Teaneck, LLC and
Teaneck Solar, LLC relating to that certain Power Purchase Agreement, by
and between Teaneck Board of Education and Teaneck, LLC

Dear Justin:

As you know, the Teaneck Board of Education ("BOE") and Teaneck, LLC ("Assignor") have entered into that certain "Power Purchase Agreement", dated as of July 16, 2020 (the "PPA"). Section 25(e) of the PPA provides that Assignor may assign its rights and obligations under the PPA to an Affiliate (as defined in the PPA) without the need for prior consent of the BOE. Notwithstanding this provision, Assignor and its Affiliate (as such term is defined in the PPA), Teaneck Solar, LLC ("Assignee"), would like to hereby respectfully notify the BOE that Assignor has assigned to Assignee, and Assignee has assumed, all of Assignor's rights and obligations under the PPA. Assignee and Assignor are each owned 100% by the same single member, Concord Engineering Group, Inc. Enclosed herewith please find a courtesy copy of the fully executed Assignment and Assumption Agreement between Assignor and Assignee.

Please do not hesitate to reach out should you have any questions or wish to discuss. Thank you.

Very truly yours,

/s/ Patricia J. Ryou

Patricia J. Ryou

Enclosure

cc: Mike Fischette, Concord Engineering Group, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into as of this 10th day of September, 2020, by and between **TEANECK, LLC**, a Delaware limited liability company having an address of 520 Burnt Hill Road, Vorhees, New Jersey 08043 (the “**Assignor**”) and **TEANECK SOLAR, LLC**, a New Jersey limited liability company having an address of 520 Burnt Hill Road, Vorhees, New Jersey 08043 (the “**Assignee**”).

W I T N E S S E T H

WHEREAS, the Assignor and the Teaneck Board of Education (“**BOE**”) have entered into that certain Power Purchase Agreement, dated as of July 16, 2020 (the “**PPA**”), attached hereto as Exhibit A; and

WHEREAS, Section 25(e) of the PPA expressly provides that Assignor may assign its rights and obligations under the PPA to an “Affiliate” without the need for the consent of the BOE’ and

WHEREAS, Assignee is an Affiliate of the Assignor, as such term is defined in the PPA; and

WHEREAS, Assignor desires and intends to assign its rights, duties and obligations under the PPA and Assignee desires and intends to assume the same.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Section 1. Representations, Warranties and Covenants. (a) The Assignor represents, warrants and covenants as follows:

(i) it is duly formed and validly existing under the laws of the State of Delaware and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Assignment and direct the persons executing this Assignment to do so for and on its behalf;

(ii) it has the right to assign its rights, duties and obligations with respect to the PPA, and no other person, firm or corporation, other than the parties hereto, has any right, title or interest therein;

(iii) as of the date hereof, to the best of its knowledge and belief after diligent inquiry, there is no action, proceedings or investigation now pending, nor any basis therefor, known or believed to exist which questions the validity of this Assignment, the Assignor’s

execution thereof, or any action or act taken or to be taken by the Assignor pursuant to this Assignment;

(iv) the execution and delivery of this Assignment and its performance hereunder will not constitute a violation of any governmental approvals, nor of Assignor's operating agreement or any other agreement, mortgage, indenture, instrument or judgment to which Assignor may be a party; and

(v) Assignor has not received any notice of default under the PPA and has no knowledge of any facts and circumstances that would give rise to a default thereunder. To the best of Assignor's knowledge, the PPA is in full force and effect.

(b) the Assignee represents, warrants and covenants as follows:

(i) it is duly formed and validly existing under the laws of the State of New Jersey and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Assignment and direct the persons executing this Assignment to do so for and on its behalf;

(ii) it fully assumes Assignor's rights and obligations under the PPA on a going forward basis;

(iii) it will abide all terms and conditions of the PPA;

(iv) as of the date hereof, to the best of its knowledge and belief after diligent inquiry, there is no action, proceedings or investigation now pending, nor any basis therefor, known or believed to exist which (1) questions the validity of this Assignment, the Assignee's execution thereof, or any action or act taken or to be taken by the Assignee pursuant to this Assignment; or (2) is likely to result in a material adverse change in Assignee's property, assets, liabilities or condition which will materially and substantially impair Assignee's ability to perform its obligations pursuant to the terms of this Assignment; and

(v) the execution and delivery of this Assignment and its performance hereunder will not constitute a violation of the PPA or of any governmental approvals, nor of Assignee's operating agreement or any other agreement, mortgage, indenture, instrument or judgment to which Assignee may be a party.

Section 2. Assignment and Assumption of Rights, Duties and Obligations relating to the PPA. The Assignor hereby assigns, transfers and sets over to Assignee and Assignee assumes all of Assignor's duties, obligations, rights, title and interest in, to and under the PPA. From and after the date hereof, Assignor shall have no rights, duties, or obligations with respect to the PPA or the project(s) relating thereto.

Section 3. BOE Rights. The Assignor and Assignee acknowledge and agree that this Assignment is not intended to diminish or reduce any of the rights of the BOE under the PPA,

including the right to enforce the terms thereof. Further, all other terms and provisions of the PPA shall remain in full force and effect.

Section 4. Term. The effective date of this Assignment shall be retroactive to August 25, 2020. So long as no default has occurred with respect to the PPA beyond the expiration of applicable notice and grace periods set forth therein, the Assignee shall have the right to retain, use and enjoy the benefits of the PPA pursuant to the provisions of this Assignment.

Section 5. Third Party Beneficiaries. Except for the BOE and its successors and/or assigns, nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether a third party beneficiary or otherwise, except as expressly provided herein, nor shall anything contained herein be construed to create any relationship of partnership, agency, joint venture or the like between the parties hereto.

Section 6. Severability of Invalid Provisions. If any one or more of the provisions contained herein shall be held to be illegal or invalid in a final proceeding, then any such provisions shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 7. Governing Law. This Assignment shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of law principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey, sitting in Bergen County, New Jersey, or in a United States Court having jurisdiction in the District of New Jersey, sitting in Essex County, New Jersey, and the parties hereto hereby waive objections to such venue. The parties hereto for themselves and their successors and assigns, hereby waive trial by jury in any action arising out of or in connection with this Assignment.

Section 8. Counterparts. This Assignment may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be properly executed as of the date first written above.

TEANECK, LLC

By: Michael Fischette 9-10-2020
Name: Michael Fischette
Title: member

TEANECK SOLAR, LLC

By: Michael Fischette 9-10-2020
Name: Michael Fischette
Title: member

EXHIBIT A
EXECUTED PPA
[on file]

TEANECK SOLAR, LLC
AGREEMENT FOR DEVELOPMENT SERVICES
July 7, 2020

To: Energy Systems Group, LLC
Via email to: Andrew Miller, General Manager – Northeast Region
amiller@energysystemsgroup.com

From: TEANECK SOLAR, LLC
Member
mfischette@concord-engineering.com

Re: Teaneck Public Schools / Solar PV Power Purchase

Dear Mr. Miller:

Reference is hereby made to that certain “Solar PV Power Purchase Agreement Financing Request for Proposal” (the “RFP”) dated March 9th, 2020, published by Energy Systems Group, LLC (“ESG”) with respect to the Teaneck Public Schools (“TPS”) project.

On June 12th, 2019, TPS selected ESG to perform work and services pursuant to the Energy Savings Improvement Program Law, N.J.S.A., 18A:18A-4.6 and N.J.S.A., 18A:18A-4.1, et seq. In accordance with the terms of this Agreement for Development Services and as further described herein, ESG’s fees for certain services rendered to TPS in connection the RFP and development of the solar project (in the amount of \$200,000.00 and referred to as the “ESG Project Fee”), will be advanced and paid on TPS’s behalf by TEANECK SOLAR, LLC, a New Jersey limited liability company, and TPS shall reimburse TEANECK SOLAR, LLC for the ESG Project Fee through paying the rate for electricity set forth in Exhibit A of the Power Purchase Agreement dated July 15, 2020 (“PPA”), which reflects the ESG Project Fee.

ESG performed an Investment Grade Energy Audit for TPS, whereby it identified an opportunity for TPS to implement an Energy Savings Plan through an Energy Savings Improvement Program (or “ESIP”) that included, in part, solar photovoltaic (or “PV”) systems, which ESG advised TPS to consider implementing as a part of its ESIP.

At TPS’s request, ESG prepared and issued the RFP for provision of a third party PV Solar energy asset owner who would be responsible for executing a PPA with TPS for the engineering, procurement and construction (“EPC”) services, and operation and maintenance (“O&M”) services associated with six (6) PV systems. CONCORD ENGINEERING GROUP (CEG) was selected as the Solar PV provider. In accordance with the RFP, CEG initiated a special purpose entity, TEANECK SOLAR, LLC. TEANECK SOLAR, LLC will execute the PPA with TPS, perform all engineering, consulting and cost estimating in order to obtain appropriate permitting such that construction work can begin. Upon receipt of approval from the authorities having jurisdiction (AJS), TEANECK SOLAR, LLC will allow itself to be fully acquired by the ultimate asset owner EMPOWER ENERGIES. EMPOWER ENERGIES will enter into a contract with CONCORD MANAGEMENT SERVICES, LLC for the provision of EPC services for the six (6) solar PV systems (singularly and collectively, the “Solar Project”): one Solar Project to provide electricity to each of: Teaneck High School, Eugene Field Administration Building, Thomas Jefferson Middle

School, Whittier Elementary School, Benjamin Franklin Middle School, Lowell Elementary School (such facilities being singularly and collectively, the "Site").

CEG responded to the RFP and was selected by TPS as the most qualified bidder. The terms of the RFP to the contrary notwithstanding, ESG, CEG, through a subsequently created special purpose entity called TEANECK SOLAR, LLC, and TPS agreed that TPS and TEANECK SOLAR, LLC would enter into a PPA pursuant to which TEANECK SOLAR, LLC will perform EPC and O&M services, and will sell to TPS electricity generated by the Solar Project. ESG and TEANECK SOLAR, LLC will not enter into a subcontract for EPC and O&M services.

As a result of TEANECK SOLAR, LLC being selected to install the Solar Projects under the RFP process, TEANECK SOLAR, LLC and ESG are entering into this letter agreement pursuant to which TEANECK SOLAR, LLC will, on TPS's behalf, pay ESG an "ESG Project Fee," defined below, for certain prior and ongoing engineering and development work and services performed by ESG to develop and facilitate the Solar Projects and as set forth herein (the "Development Services"). In addition, as a result of TEANECK SOLAR, LLC's selection under the RFP process, TEANECK SOLAR, LLC and TPS intend to enter into a Solar Energy Services Agreement a/k/a PPA for each Solar Project.

ESG and TEANECK SOLAR, LLC agree and have informed TPS that they have or will enter into this letter agreement in lieu of ESG subcontracting directly with TEANECK SOLAR, LLC to perform EPC and O&M Solar Project services. As a result, the parties agree that the RFP award to TEANECK SOLAR, LLC shall not be subject to challenge or invalidation by either party.

For purposes of clarity, to the extent terms and phrases used or defined within the RFP are referenced within this letter agreement, ESG and TEANECK SOLAR, LLC agree that such terms and phrases shall be construed within this letter agreement in a manner that most closely retains and aligns with the meanings given them within the RFP.

ESG represents to TEANECK SOLAR, LLC that upon receipt of all applicable ESG Project Fees (as defined below), ESG will waive any claim (whether against TEANECK SOLAR, LLC, TPS, or any other party) for payment associated with the Development Services or otherwise in respect of the Solar Project. For purposes of clarity, ESG's waiver of claims for payment associated with its Development Services herein shall be and is hereby effective solely as to those services that relate specifically to work procured by TPS pursuant to the subject RFP.

Development Services include all past services provided by ESG in connection with each Site and the RFP and the following services, which ESG agrees to provide:

(1) *Site Consultant*. ESG shall answer questions and provide requested information (to the extent that it has information or can reasonably obtain it from TPS) to TEANECK SOLAR, LLC about each Site, local, county and state regulatory approvals (as applicable), each Site's history and structural status, past and current local and state regulator communications, and any other informational matters for which TEANECK SOLAR, LLC or TPS has responsibility under the PPA. While ESG shall provide such cooperation, it cannot provide legal advice and TEANECK SOLAR, LLC remains responsible to conduct its own due diligence.

(2) *Cooperation.* ESG shall provide its reasonable cooperation, on behalf of TPS, to TEANECK SOLAR, LLC in any interaction that TEANECK SOLAR, LLC has with local, county and state regulatory officials associated with existing approvals, permits and past development history for each Solar Facility and its Site. While ESG shall provide such cooperation, TEANECK SOLAR, LLC remains responsible for obtaining approvals and permits as set forth in the PPA. If necessary and requested by TPS, TEANECK SOLAR, LLC shall provide its reasonable cooperation to ESG during and following implementation of the Solar Projects concerning documentation and information pertaining to post-construction energy savings resulting from TEANECK SOLAR, LLC's installation of the PV systems in order to validate the cost savings benefits of TPS's ESIP.

(3) *Interconnection.* ESG shall provide its reasonable cooperation, on behalf of TPS, to TEANECK SOLAR, LLC in any interaction that TEANECK SOLAR, LLC has to obtain an interconnection agreement with the local utility for each Solar Facility. TEANECK SOLAR, LLC shall be responsible for the costs and submissions required to obtain each interconnection agreement. ESG is not responsible to obtain interconnection agreements.

(4) *Consultation.* ESG shall consult, on behalf of TPS, with TEANECK SOLAR, LLC with respect to issues that may arise during installation and interconnection, including reasonable cooperation with respect to TEANECK SOLAR, LLC obtaining permission to operate ("PTO"), for each Solar Facility in order to expedite its completion under and pursuant to the PPA.

(5) *Solar Renewable Energy Credits.* ESG shall provide its reasonable cooperation, on behalf of TPS, to TEANECK SOLAR, LLC in TEANECK SOLAR, LLC's actions to register and have each Solar Facility approved for SRECs. While ESG shall provide such cooperation, TEANECK SOLAR, LLC remains responsible for the SREC registration and inspection processes.

(6) *ESG Responsibilities.* While ESG shall provide the cooperation and consultation as noted above, TEANECK SOLAR, LLC remains responsible for obtaining approvals and installation of each Solar Facility and ESG shall be entitled to its ESG Project Fee without offset or claim from TEANECK SOLAR, LLC at the times set forth in this letter. Further, TEANECK SOLAR, LLC will provide reasonably prompt information to ESG regarding progress of each Solar Project.

ESG and TEANECK SOLAR, LLC agree that this letter agreement shall not create a partnership or joint venture between them and that in the performance of ESG's Development Services or the development of the Solar Projects, each party shall remain an independent contractor. Neither ESG nor TEANECK SOLAR, LLC have authority to act for or on behalf of the other or to bind the other, contractually or otherwise.

The total size of the Solar Project for all six (6) Sites at Teaneck Public Schools, as per the RFP, will be 904.50 kW (DC), as follows:

- | | |
|---|------------------|
| 1. Teaneck High School | - 118.50 kW (DC) |
| 2. Eugene Field Administration Building | - 109.80 kW (DC) |
| 3. Thomas Jefferson Middle School | - 265.40 kW (DC) |
| 4. Whittier Elementary School | - 125.20 kW (DC) |
| 5. Benjamin Franklin Middle School | - 171.80 kW (DC) |
| 6. Lowell Elementary School | - 113.80 kW (DC) |

ESG and TEANECK SOLAR, LLC acknowledge and agree that the approval and installation timetables for each Solar Project may differ.

TEANECK SOLAR, LLC agrees to pay ESG a total fee, on TPS's behalf, of Two Hundred Thousand Dollars (\$200,000) (the "ESG Project Fee"), for all Solar PV at all locations. The ESG Project Fee shall be paid within ten days after, and subject to, achievement of the following milestones:

- (1) 25% shall be paid upon the Solar Project obtaining the latest of: all interconnection agreements from the local utility, registration approval by applicable state regulatory authorities, and all electrical and building permits;
- (2) 30% shall be paid upon commencement of construction of the final Solar Project;
- (3) 30% shall be paid upon installation of all PV modules; and
- (4) 15% shall be paid upon the final Solar Project receiving its PTO from the local utility.

Payments shall be made by wire to the following account of ESG:

042000314 Fifth Third Bank (Corp Office in Cincinnati)

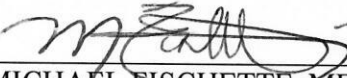
For the Benefit of Energy Systems Group LLC
Account 101480880

If TEANECK SOLAR, LLC fails to timely initiate payment as indicated within this letter agreement, ESG shall be entitled to a late payment fee of 10% per annum until the outstanding amounts due have been paid in full.

Please confirm your agreement with the terms and conditions of this letter agreement by countersigning this and returning to us.

Sincerely,

TEANECK SOLAR, LLC

By:  - member
Name: MICHAEL FISCHETTE, MEMBER 9-11-2020
Title: Authorized Representative
Acknowledged and agreed:

ENERGY SYSTEMS GROUP, LLC

By: _____
Name: Steven D. Pride
Title: Senior Vice President
Date: _____

ACKNOWLEDGED BY
TEANECK PUBLIC SCHOOLS:

By: _____
Name: _____
Title: _____
Date: _____

END

PROJECT SITE LICENSE AGREEMENT

This PROJECT SITE LICENSE AGREEMENT (this “Agreement”) is made and entered into as of September __, 2020 (the “Effective Date”) by and between Teaneck Solar, LLC , a New Jersey limited liability company (“Provider”), and Teaneck Board of Education, a body politic and corporate of the State of New Jersey (“Host”). Each of Host and Provider are sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Host is the owner of various properties located in the Township of Teaneck, New Jersey (the “Sites,” as more particularly described in Exhibit B), and desires to make a portion of each of the Sites (such portions, the “Premises,” as more particularly described in Exhibit B) available to Provider for the construction, operation and maintenance of a solar photovoltaic electric generating project (the “Project,” as more particularly described in Exhibit C), and to purchase from Provider the electric energy produced by the Project;

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located on the Premises, and sell to Host the electric energy produced by the Project;

WHEREAS, Provider, in its role as the “Provider,” and Host, in its role as the “Host,” are parties to that certain Power Purchase Agreement dated July 16, 2020 (the “Solar PPA”), pursuant to that certain Assignment and Assumption Agreement, by and between Teaneck, LLC, a Delaware limited liability company, as assignor, and Provider, as assignee, dated September 10, 2020 (the “PPA Assignment”), pursuant to which Provider has agreed to sell to Host, and Host has agreed to purchase from Provider, all of the electric energy produced by the Project; and

WHEREAS, to facilitate development of the Project, Host and Provider wish to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Host and Provider hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used but not elsewhere defined herein (including in the recitals hereto) shall have the respective meanings ascribed thereto in Exhibit A.

2. **LICENSE.**

2.1 License. Host hereby Licenses the Premises to Provider in accordance with the terms and conditions, and for the purposes, set forth herein.

2.2 Term. The Term of this Agreement shall be consistent and coterminous with the Term stated in the Solar PPA.

2.3 Payment to Host. To license the Premises and in exchange for the rights therein granted to Provider hereunder, Provider shall pay Host the one-time sum of Ten Dollars (\$10.00) (“Rent Payment”) within fifteen (15) days after the Effective Date. In addition, Provider shall pay Host the sum of Ten Dollars (\$10.00) each time that Provider extends the Term pursuant to Section 2.2, within fifteen (15) days after providing written notice of such extension (each an “Extension License Payment”). Host acknowledges and agrees that the License Payment and the Extension License Payments constitute payment in full for the Term, and no additional amount shall be due or owing to Host as a license payment under this Agreement.

2.4 Permitted Uses. Provider shall have the right during the Term to do, or cause to be done, the following: (i) to construct, install and operate the Project on the Premises; (ii) to maintain, clean, repair, replace and dispose of part or all of the Project; (iii) to add or remove the Project or any part thereof; (iv) to access the Premises with guests, who shall be subject to background checks and prior approval from Host, for promotional purposes during normal operating hours and at other times as are acceptable to the Host in its reasonable business judgment; (v) to publish on its website or otherwise make public or distribute factual information related to the Project, including but not limited to, the location of each Project, the name of the Host, and other features of the Project; (vi) to install and maintain equipment necessary for remote monitoring of the Project; (vii) to conduct in-person physical inspections of the Project and the Premises; and (viii) to perform all tasks necessary or appropriate, as reasonably determined by Provider, to carry out the activities set forth in this Agreement or the Solar PPA (collectively, “Operations”).

2.5 Provider’s Exercise of Rights. Provider may construct, install, and operate the Project on the Premises in the manner Provider deems reasonable and appropriate; *provided, however,* that Provider (i) shall not unreasonably interfere with Host’s use, operation, or maintenance of the Premises, (ii) shall comply with all Site access limitations and requirements as stated in the Solar PPA, and (iii) shall comply with all personnel and Subcontractor personnel limitations, background checks and other requirements as stated in the Solar PPA. The Project shall be installed within the areas of the Premises identified on Exhibit B.

2.6 Premises Utilities. Host shall provide existing and available utilities to the Sites in connection with Provider's construction, start-up, maintenance, repair, replacement and operation of the Project. Host acknowledges and agrees that Provider’s use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines.

2.7 Construction Laydown Area. To the extent reasonably practicable without interfering with or materially limiting its daily operations or the safety thereof, Host shall provide Provider sufficient space on the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during installation, testing, commissioning, deconstruction, disassembly, decommissioning, maintenance, repair, replacement or removal of the Project, provided that Provider shall use commercially reasonable efforts to minimize disruption to Host's operations, and provided further that Provider understands and acknowledges that space is limited at the Premises. Host and Provider shall coordinate and cooperate in determining the amount of space and specific portion of the Premises necessary for such purposes.

2.8 Notice. At any time upon request by Provider, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Each Party shall notify the other Party of any emergency relating to the Project and the nature thereof as soon as reasonably practicable. Host shall notify Provider within twenty-four (24) hours following the discovery by Host of any material malfunction of the Project or interruption in the supply of electric energy from the Project. Host shall notify Provider immediately upon observing any damage to the Project. If Host becomes aware of any circumstances relating to the Project that creates an imminent risk of damage or injury to the Project or any person, Host shall promptly notify Provider.

3. **LICENSES.**

3.1 Access License and Use Rights. Host grants Provider a nonexclusive license for access and use of the Premises, on, under, over, and across the Premises and any other real property adjacent to the Premises and owned or leased by Host (collectively, the “License Areas”), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project on the Premises or for achieving all the purposes set forth in this Agreement and the Solar PPA (the “Use Rights”). The Use Rights include the right of convenient parking, access, and ingress to and egress from the Project on, over, and across the License Areas during the Term for Provider and its employees, contractors and sub-contractors and access to solar panels and conduits to interconnect the Project with the Premises’ electric wiring, and shall survive, for a period of ninety (90) days following the termination of this Agreement for the purpose of removing the Project.

3.2 Cooperation and Solar Access. The Parties’ rights and obligations with respect to solar access and cooperation shall be as stated in the Solar PPA.

4. **RIGHTS OF PROVIDER.**

4.1 Solar Resources. Provider shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises and License Areas. Host shall not grant any rights in the Premises and License Areas purporting to permit others to conduct Operations on the Premises and License Areas in derogation of Provider’s sole and exclusive rights and privileges hereunder. Without the prior written consent of Provider, Host shall not (i) waive any right available to Host or grant any right or privilege subject to the consent of Host by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the Project on the Premises or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct Operations on the Premises, and Host agrees to give Provider notice of any such claims and to cooperate with Provider in resisting and disputing such claims.

4.2 Signage. Provider shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the Project and to Provider’s interests therein.

4.3 Enforcement of Legal Rights. Provider shall have the right to enforce Host’s rights under applicable laws protecting solar energy systems from obstruction. Host shall cooperate with

any efforts by Provider to enforce such rights.

4.4 Electric Energy. Ownership of the electricity generated by the Project shall be as stated in the Solar PPA.

4.5 Environmental Attributes. Ownership of the Environmental Attributes shall be as stated in the Solar PPA.

4.6 Tax Attributes. Ownership of the Tax Attributes shall be as stated in the Solar PPA.

4.7 Press Releases and Confidentiality. The Parties' rights and obligations with respect to press releases and confidentiality shall be as stated in the Solar PPA.

5. **DESIGN AND CONSTRUCTION OF PROJECT.**

5.1 Design and Construction. Host hereby consents to the construction and installation of the Project on the Premises. Provider shall coordinate construction of the Project so as to reasonably minimize disruption to the Premises and to Host's activities thereon.

5.2 Removal Upon Termination. Unless otherwise agreed to by the Parties, within ninety (90) days after the expiration of the Term hereof, Provider shall remove the Project from the Premises, provided that Provider shall not be required to remove electrical wiring or infrastructure, or any portion of the Project below grade level. Other than as specifically provided otherwise, the removal of the Project shall be at the cost of Provider. In connection with such removal, Host shall continue to provide Provider (and its affiliates and subcontractors) with access to the Premises without payment of further license payment or consideration.

6. **THE PREMISES.**

6.1 Title. Host represents and warrants to Provider that it owns the Premises in fee simple. Host shall at all times retain title to and be the legal and beneficial owner of the Premises and all alterations, additions or improvements made to the Premises by Host (which shall not in any manner be construed to include any part of the Project) shall remain the property of Host. At the request of Provider, Host shall obtain executed and acknowledged instruments and such other documents as Provider or Provider's title company may require to confirm Host's ownership of the Premises or to complete or evidence the full granting of the License.

6.2 Liens.

6.2.1 Notice to Premises Lienholders and Release. Host shall give effective notice of Provider's ownership of the Project and the Project's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the Project as a fixture of the Premises, Host shall obtain a disclaimer or release of such Lien. Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the office where real estate

records are customarily filed in the jurisdiction of the Premises, and any other filing by Provider in a public office regarding its ownership of the Project deemed necessary or appropriate by Provider, and Host hereby appoints Provider as its agent with regarding to any such filing and authorizes Provider to take required actions on Host's behalf required for such filing. All such disclaimers and other filings contemplated under this Section 6.2.1 shall be reviewed and approved by Host's legal counsel prior to filing.

6.2.2 Project Liens. Host shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien on or with respect to the Project, or any interest therein, by, through or under Host. If Host becomes aware of a Lien on the Project by, through or under Host, Host shall promptly give Provider written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Host shall indemnify Provider against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.2.3 Premises Liens. Provider shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien by, through or under Provider, on or with respect to the Premises or any interest therein, excluding Provider's license created pursuant to this Agreement, or any other asset of Host, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the Project by Provider. If Provider becomes aware of a Lien on the Premises by, through or under Provider, Provider shall promptly give Host written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Provider shall defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

6.2.4 Discharge and Removal of Liens by Other Party. Upon the failure of the applicable Party to promptly discharge, remove or cause to be discharged or removed a lien required to be discharged or removed under this Section 6, or else promptly to provide a bond in an amount and from a surety acceptable to the other Party to protect against such Lien, in each case, within thirty (30) days after the applicable Party becomes aware of the existence thereof, the other Party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the applicable Party the amount thereof, together with all expenses incurred by the Party discharging the Lien in connection with such payment or discharge, or to set off all such amounts against any amounts owed by the Party discharging the Lien to the other Party hereunder.

6.3 Quiet Enjoyment. Provider shall have quiet and peaceful use and enjoyment of its License to the Premises, free from any claim of any entity or person of superior title to the Premises and without hindrance to or interference with or molestation of Provider's quiet enjoyment thereof, throughout the Term of this Agreement. Neither Host nor any person claiming by, through or under Host shall disturb Provider's quiet and peaceful use and enjoyment of Provider's License of the Premises. Host agrees that this Agreement and the rights granted in this Agreement shall run with the land and survive any transfer of the Host's fee simple interest in Premises and the Facility. Host shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber Host's License of the Premises or the Facility, unless Host shall have given Provider at least sixty (60)

days' prior written notice thereof, which notice shall identify the transferee or beneficiary, the portion of the Premises to be so transferred or encumbered, if applicable, and the proposed date of such transfer or encumbrance. Host shall cause any party other than Host who now has or may in the future obtain an interest in the Premises, including, without limitation, any other fee simple owner(s) of the Premises and Host's lenders, to execute and deliver a subordination, non-disturbance and attornment agreement ("SNDA") in form and substance acceptable to Provider, pursuant to which such party shall, among other things, (i) acknowledge and consent to the Provider's License of the Premises, (ii) agree that the rights of the third party shall be subordinate to this Agreement, (iii) acknowledge that the third party has no interest in the Project and shall not gain any interest in the Project by virtue of the Parties' performance or breach of this Agreement or otherwise, and (iv) agree that the terms and conditions of this Agreement shall bind such party and continue in full force and effect, if such party succeeds to Host's interest in the Premises.

6.4 No Interference. Host hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting the Project or their functions, including without limitation activities that may adversely affect the Project's exposure to sunlight. Host further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Provider of its rights granted under this Agreement; (ii) take any action that will materially interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may materially interfere with the transmission of electric energy to or from the Premises; (iv) take any action that may impair Provider's access to the Premises for the purposes specified in this Agreement; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast shadows on the Project; or (vi) take any action that may impair Provider's access to any portion of the Project.

6.5 Project Property of Provider; Transfer of the Premises. Host acknowledges and agrees that Provider or Financing Party is the exclusive owner and operator of the Project and all equipment (including, but not limited to, photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Provider attached to or used in the operation of the Project and all alterations, additions or improvements made thereto, that no portion or component of the Project is a part of, or fixture to, the Premises, notwithstanding the manner in which the Project are or may be attached to any real property, and that in the event that the Premises are the subject of a Transfer, such Transfer shall not attach to or affect the Project, or Provider's ownership rights to the Project. Host shall give Provider at least sixty (60) days' prior notice of any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer. The Parties acknowledge and agree that no component of the Project was custom-fabricated for use in connection with the Project and that it is the express intention of the Parties that (x) neither the Project nor any part thereof shall constitute fixtures and that (y) the agreements set forth in this Agreement are entered into and to be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the Project constitute fixtures. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

6.6 Premises and Project Security, Health and Safety.

6.6.1 Host will provide security for the Premises and the Project to the extent of its normal security procedures, practices, and policies that apply to all Host's real property, including restricting access to the area on which the Project is located and providing monitoring of the Premises' security alarms. Host shall maintain the Premises in a structurally sound and safe condition consistent with all Applicable Laws.

6.6.2 In addition to the security provided by Host, Provider may install any security measures that Provider, in its sole discretion, determines are or may be reasonably necessary for the Project. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the Project or injury or damage to persons or property resulting from the Project and Operations, *provided however*, that if any video surveillance cameras are installed by Provider, they shall only display and monitor the Project and shall not, at any time, display or monitor any student areas or other secure areas of the Premises.

6.7 Maintenance of Premises. Host shall, without interfering with the operation of the Project, (i) maintain the Premises in good condition and repair, and shall use commercially reasonable efforts to maintain Host's electric energy equipment located on the Premises in good condition and repair so as to be able to receive and use the electric energy generated by the Project, (ii) give Provider prompt notice of any damage to or defective condition in any part or appurtenance of the Project or the Premises of which it becomes aware, and (iii) exercise reasonable care to warn those lawfully on the Project and/or the Premises of existing dangers. Host shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Host can, upon any suspension or interruption of delivery of electric energy from the Project, provide the Premises with its full requirements for electric energy.

6.8 Maintenance of Project. During the Term, Provider shall, at Provider's sole cost, maintain the Project and all areas of the Premises used by Provider in the Operations, in accordance with Applicable Laws.

6.9 Clean Condition. Provider shall not unreasonably clutter the Premises and shall collect and dispose of any and all of Provider's refuse and trash.

6.10 Taxes. The Parties' obligations with respect to taxes shall be as stated in the Solar PPA.

7. SHUTDOWNS; RELOCATION OR CLOSURE OF SITE.

7.1 The Parties' right with respect to shutdowns or Host required relocation of the Project or the closure of any of the Sites shall be as stated in the Solar PPA.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representations. The Parties hereby represent and warrant to the other, as of the date hereof, that:

8.1.1 Authorization; Enforceability. The execution and delivery by each Party of, and the performance of their respective obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other agreement binding on that Party, or any valid order of any court, or regulatory agency or other body having authority to which either Party is subject. This Agreement constitutes a legal and valid obligation of each Party, enforceable against each Party in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

8.1.2 Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

8.1.3 No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (i) its organizational documents; (ii) any agreement or other obligation by which it is bound; or (iii) any Applicable Law.

8.1.4 No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any Governmental Authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any Governmental Authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

8.2 Ground Integrity Report. If desired and necessary, Provider shall obtain, at its sole cost and expense and provide to Host, an opinion of an independent structural and/or geotechnical engineer certifying that the structural and geotechnical integrity of the Premises is or will be sufficient to accommodate the Project.

8.3 Hazardous Materials. There are no Hazardous Materials, present on, in or under the Premises in violation of any applicable law or regulation. Host shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Host becomes aware of any such Hazardous Materials, Host shall promptly notify Provider of the type and location of such materials in writing. Host agrees to assume full responsibility for (and protect, indemnify and defend Provider against) any liability or cleanup obligations for any contamination or pollution or breach of Environmental Laws related to use or presence of any Hazardous Materials on, in or under the Premises that are solely attributable to the actions of Host.

9. DEFAULT; REMEDIES; FORCE MAJEURE.

9.1 Provider Default. Each of the following events shall constitute a "Provider Default":

9.1.1 Provider breaches any material term of this Agreement and (i) if such

breach is capable of being cured within thirty (30) days after Host's notice of such breach, Provider has failed to cure the breach within such thirty (30) day period, or (ii) such breach is not capable of being cured within thirty (30) days after Host's notice of such breach, Provider has failed to diligently commence and diligently pursues a cure; and

9.1.2 (i) Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) any petition is filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within thirty (30) days of such filing; or (G) takes any action authorizing its dissolution.

9.2 Host's Remedies. If a Provider Default has occurred and is continuing, Host may terminate this Agreement by written notice to Provider following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or at equity, including recovering from Provider all resulting damages, which damages shall include, but not be limited to, damages recoverable under the Solar PPA, and all other amounts of any nature due under this Agreement. Notwithstanding the foregoing, the Parties agree that neither party shall be liable to the other for consequential, incidental, indirect or punitive damages of any kind.

9.3 Host Defaults. Each of the following events shall constitute a "Host Default":

9.3.1 Host breaches any material term of this Agreement (other than those contained under Sections 3.2 and 6.3, which shall be governed by Section 9.3.2 below), and such breach remains uncured for thirty (30) days following notice of such breach to Host;

9.3.2 Host breaches Section 3.2 or Section 6.3 and such breach remains uncured for ten (10) days following notice of such breach to Host; and

9.3.3 (i) Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) any petition is filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law and such petition is not dismissed within thirty (30) days of such filing; or (G) takes any action authorizing its dissolution.

9.4 Provider's Remedies. If a Host Default has occurred and is continuing, Provider may terminate this Agreement by written notice to Host following the expiration of the applicable cure period. Provider may also exercise any other remedy it may have at law or equity, including recovering from Host all resulting damages, which damages shall include, but not be limited to,

damages recoverable under the Solar PPA, and all other amounts of any nature due under this Agreement. Additionally, if Host is in default of its obligations under the Solar PPA, Provider shall have the right to utilize the License Areas and take whatever other action is necessary to ensure that the electric energy being generated by the Project can be supplied directly to the electric grid.

9.5 Force Majeure.

9.5.1 Excuse for Force Majeure Event. Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. Obligations to make payments for services already provided or amounts already owed hereunder shall not be excused by a Force Majeure Event.

9.5.2 Force Majeure Event. For the purposes of this Section 9.5, “Force Majeure Event” shall mean any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing, Force Majeure Events may include but are not limited to the following acts or events: (i) natural phenomena, such as epidemics, pandemics, storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electric energy shall not constitute Force Majeure Events.

9.5.3 Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 9.5, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days’ notice to the other. In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

9.5.4 Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will

terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 9.5.4, (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the indemnity obligations under Section 15 hereof shall continue to apply notwithstanding the termination of this Agreement.

9.6 Termination Upon Condemnation or Taking. If at any time during the Term, all or a portion of the Premises or the Project is taken for public or quasi-public use under any statute or by right of eminent domain or by voluntary sale or transfer to a condemning authority either under a threat of or in lieu of condemnation for any public or quasi-public use or purpose (a “Taking”) such that, in Provider’s reasonable judgment, such condemnation or transfer renders the remainder of the Premises unsuitable for the operation of the Project (a “Total Taking”), then this Agreement shall terminate effective as of the date the condemning authority takes possession of the condemned property. Notwithstanding the foregoing, no such termination shall occur with respect to Takings involving only a portion of the Project or the Premises, if in Provider’s judgment, such Taking does not preclude or adversely affect the operation of the Project (a “Partial Taking”); provided that Provider receives compensation for such Partial Taking in accordance with applicable law.

9.6.1 Awards. In the event of a Taking, Provider may appear in any condemnation or eminent domain proceedings or negotiations to settle and adjust any award on account of such Taking. If this Agreement shall have terminated as a result of a Total Taking as described in Section 9.6, the proceeds of any condemnation award, settlement or compromise (net of settlement costs) shall be awarded in accordance with the values of the respective interests of Host and Provider. The value of Provider’s interests in the Premises and the Project shall include: (i) the Fair Market Value of the Project (if taken); and (ii) the cost of Provider’s removal of the Project. To the extent Host receives proceeds from the condemning authority for claims of Provider, Host shall immediately pay such proceeds to Provider.

9.7 Early Termination of License. Provider may terminate this Agreement at Provider’s sole discretion (i) immediately upon notice to Host if the conditions precedent in Section 10 are not satisfied or waived by Provider before completion of construction of the Project, (ii) at any time prior to the completion of construction of the Project, upon thirty (30) days’ notice to the Host, and (iii) immediately upon notice to Host, if the Solar PPA is terminated prior to the expiration or termination of this Agreement. Upon the termination of this Agreement pursuant to this Section 9.7, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination, *provided however*, that Provider shall, at its sole cost and expense, remove all components of the Project installed on the Premises and shall restore the Premises to the state and condition in which it existed immediately prior to the construction of the Project.

10. PROVIDER'S CONDITIONS PRECEDENT.

10.1 Provider's Conditions Precedent. Provider's obligations under this Agreement shall be conditioned on the satisfaction or waiver by Provider in its sole discretion of the following conditions precedent:

10.1.1 There exist no Site conditions or construction requirements that would materially increase the cost to Provider of installing operating, maintaining or removing Project in accordance with this Agreement and the Solar PPA or the ability of the Project as designed to produce electricity once installed; and

10.1.2 There is no material adverse change in the subsidy program or federal tax code after the Effective Date and prior to the installation of the Project that would materially and adversely affect the economics of the installation and/or operation for Provider and any Financing Party.

11. LIMITATIONS.

11.1 Limitation of Liability. THE LIABILITIES OF EACH PARTY TO THIS AGREEMENT SHALL BE LIMITED IN THE SAME MANNER AND TO THE SAME EXTENT AS IF SUCH LIMITS WERE REPRINTED HEREIN.

11.2 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement by Provider, and that, accordingly, in the event of any such breach or threatened breach, Host shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

12. FINANCING ACCOMMODATIONS.

12.1 Host Acknowledgment. Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons, or their agents, providing funding, financing or refinancing involving the Project. Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party, specifically including Empower Energies Clean Infrastructure, LLC, and related entities, or may arrange other funding or financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate any such sale, conveyance, funding or financing, and with respect to any investor, lender or Host, as applicable, Host agrees as follows:

12.1.1 Consent to Collateral Assignment. Host hereby consents to both of the sale or pledge of the Project to a Financing Party and the collateral assignment to the Financing Party of Provider's right, title and interest in and to the Project and this Agreement.

12.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary

term of this Agreement:

(a) The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(c) Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee or transferee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party (or its assignee or transferee) having substantially the same terms and conditions as this Agreement.

12.1.3 Right to Cure.

(a) Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Host default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, so long as the Financing Party diligently pursues such cure. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If the Financing Party (or its assignee or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's

assets and shall, within the time periods described in Section 12.1.3(a) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

12.2 Financing Party a Third Party Beneficiary. Host agrees and acknowledges that each Financing Party is a third party beneficiary of the provisions of this Section 12.

12.3 Entry to Consent to Assignment. From time to time and within ten (10) days of a written request of Provider, Host agrees to (i) execute any certificates, consents to assignment or acknowledgements and (ii) provide such opinions of counsel, in each case, as may be reasonably requested by Provider and/or Financing Party in connection with any financing or sale of the Project.

12.4 Notice of Defaults and Events of Default. Host agrees to deliver to each Financing Party a copy of all notices that Host delivers to Provider pursuant to this Agreement.

13. **NOTICES.**

Notices to the Parties shall be provided hereunder in the same manner as stated in the Solar PPA.

14. **DISPUTE RESOLUTION; GOVERNING LAW; WAIVER OF JURY TRIAL.**

14.1 Dispute Resolution and Governing Law. Disputes under this Agreement shall be resolved and the Parties shall be governed by New Jersey law as stated in the Solar PPA.

14.2 WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR OTHERWISE ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY INVOLVING OR RELATED TO THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT.

15. **INDEMNIFICATION.**

The Parties shall indemnify each other under this Agreement in the same manner as stated in the Solar PPA.

16. **INSURANCE.**

The Parties' obligations with respect to insurance and the purchase and maintenance thereof shall be as stated in the Solar PPA.

17. **MISCELLANEOUS.**

17.1 Assignments. Neither Party may assign, sell, transfer or in any other way convey

its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 12. For purposes of this Section 17.1, the foregoing sentence does not include any sale of all or substantially all of the assets of Provider or any merger of Provider with another person, whether or not Provider is the surviving entity from such merger, or any other change in control of Provider, provided any such surviving entity assumes all obligations of Provider, as appropriate, under this Agreement. Further, in connection with any financing or refinancing, from time to time, upon request, Host shall provide one or more written consents and estoppel certificates in form and substance reasonably satisfactory to Host and Provider and any applicable Financing Party confirming such Financing Party's rights as assignee hereunder, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto.

17.2 Entire Agreement. This Agreement together with the Solar PPA, as assigned by the PPA Assignment, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, whether oral or written.

17.3 Amendments. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

17.4 No Partnership or Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

17.5 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

17.6 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

17.7 Severability. If any non-material part of this Agreement is held to be invalid, illegal or unenforceable, the rest of this Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision

does not waive its unenforceability, then the Parties shall negotiate in good faith to amend this Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

17.8 Counterparts and Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

17.9 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Host and Provider, other than the relationship of Host and Provider.

17.10 Memorandum. Host and Provider agree to execute a memorandum of this Agreement and to record same upon the request of either Party.

17.11 Estoppel Certificate. In addition to requirements of Section 17.1, from time to time, upon written request by Provider, Host shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Host, of Provider's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

17.12 No Third Party Beneficiary. Except with respect to the rights of the Financing Parties, permitted successors and assigns and as provided above and the rights of indemnitees, (a) nothing under this Agreement shall be construed to create any duty, liability or standard of care to any Person that is not a Party, (b) no person that is not a Party shall have any rights or interest, direct or indirect, in this Agreement or the obligations under this Agreement and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the obligations under this Agreement.

17.13 Further Assurances and Actions; Amendment of Premises Description. Each Party agrees to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to execute an amendment of this License to modify the description of the Premises in Exhibit B as reasonable and appropriate to include the as-built Project and associated easements within it. Provider will prepare such an amendment which, if reasonable, Host shall execute.

IN WITNESS WHEREOF, the Parties have caused this Project Site License Agreement to be duly executed and delivered as of the Effective Date.

PROVIDER

TEANECK SOLAR LLC

By: _____

Name: Michael Fischette

Title: Authorized Signatory

HOST

TEANECK BOARD OF EDUCATION

By: _____

Name: Dr. Ardie Walser

Title: Board President

By: _____

Name: Melissa Simmons

Title: Board Secretary

EXHIBIT A

Schedule of Definitions and Rules of Interpretation

1. **Definitions.** The following terms used in this License shall have the following meanings:

“**Agreement**” has the meaning given to such term in the Preamble.

“**Applicable Laws**” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transactions described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“**Applicable Solar Program**” means the contracted photovoltaic arrays located on various Teaneck BOE properties.

“**Commercial Operation Date**,” with respect to each Project, means the date, which shall be specified by Provider to the Host pursuant to the Solar PPA, when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“**License Areas**” has the meaning given to such term in Section 3.1.

“**Effective Date**” has the meaning given to such term in the Recitals.

“**Environmental Attributes**” means Renewable Energy Certificates, “ZRECs,” carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, credits, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“**Environmental Laws**” means any all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Facility, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

“Fair Market Value” means, as to Provider’s interest in the Project, the cash price that would be exchanged in an arms-length transaction between an informed and willing buyer and an informed and willing seller, under no compulsion, respectively, to buy or sell.

“Financing Party” means a Project Host or Lender.

“Force Majeure Event” has the meaning given to such term in Section 9.5.2.

“Governmental Authorities” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law. “Host” has the meaning given to such term in the Preamble and includes its successors and permitted assigns.

“Host Default” has the meaning given to such term in Section 9.3.

“License Payment” has the meaning given to such term in Section 2.3.

“Liens” has the meaning given to such term in Section 6.2.1.

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Premises.

“Operations” has the meaning given to such term in Section 2.4.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the last Project’s Commercial Operations Date, provided that the first Operations Year shall begin on each Project’s Commercial Operations Date.

“Partial Taking” has the meaning given to such term in Section 9.6.

“Party” or “Parties” has the meaning given to such term in the Preamble.

“Premises” has the meaning given to such term in the Recitals.

“Project” has the meaning given to such term in the Recitals.

“Provider” has the meaning given to such term in the Preamble and includes its successors and permitted assigns.

“Provider Default” has the meaning given to such term in Section 9.1.

“SNDA” has the meaning given to such term in Section 6.3.

“Solar PPA” has the meaning given to such term in the Recitals.

“Taking” has the meaning given to such term in Section 9.6.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.).

“Term” has the meaning given to such term in Section 2.2.

“Total Taking” has the meaning given to such term in Section 9.6.

“Transfer” has the meaning given to such term in Section 6.3.

“Use Rights” has the meaning given to such term in Section 3.1.

2. Rules of Interpretation. In this Agreement, unless expressly provided otherwise:

a. the words “herein,” “hereunder” and “hereof” refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated;

b. references to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

c. a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;

d. section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to;

e. a reference to this Agreement, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be;

f. a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

g. the singular includes the plural and vice versa;

h. this Agreement and its individual provisions shall be considered the joint work product of the Parties and shall not be interpreted or construed against any Party as drafter;

i. words of any gender shall include the corresponding words of the other gender;

j. “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly;

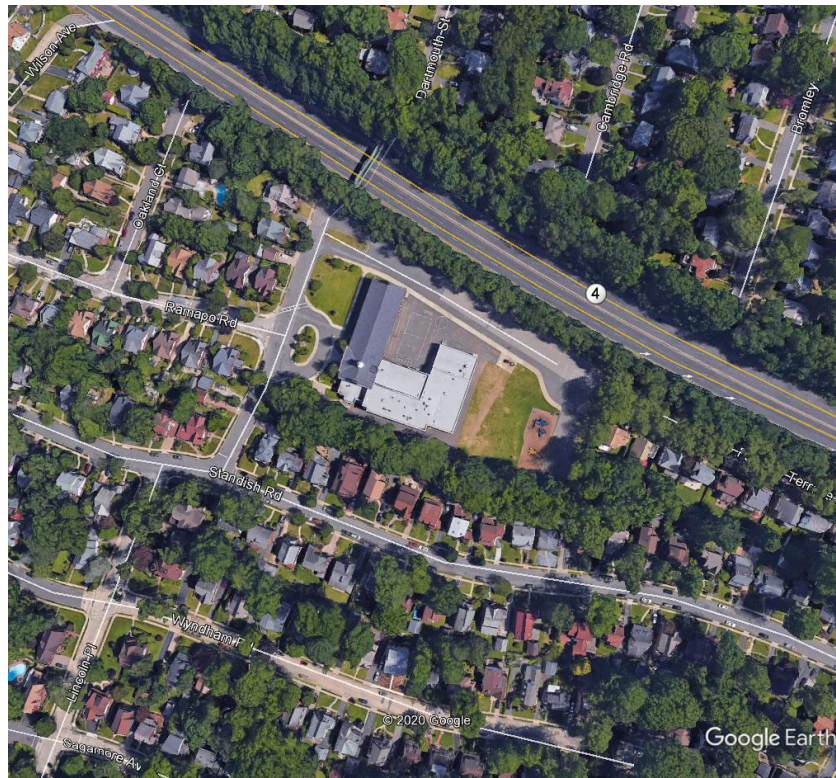
k. the word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental authorities; and regulated utilities;

l. in the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern; and

m. any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

EXHIBIT B
PREMISES AND SITES

Lowell Elementary School
Parcel ID: 0260_901_1
1025 Lincoln Place, Teaneck, NJ, USA



Benjamin Franklin Middle School
Parcel ID: 0260_2105_7
1315 Taft Road, Teaneck, NJ, USA



Exhibit B

Whittier Elementary School
Parcel ID: 0260_1813_11
491 W Englewood Ave Teaneck, NJ 07666

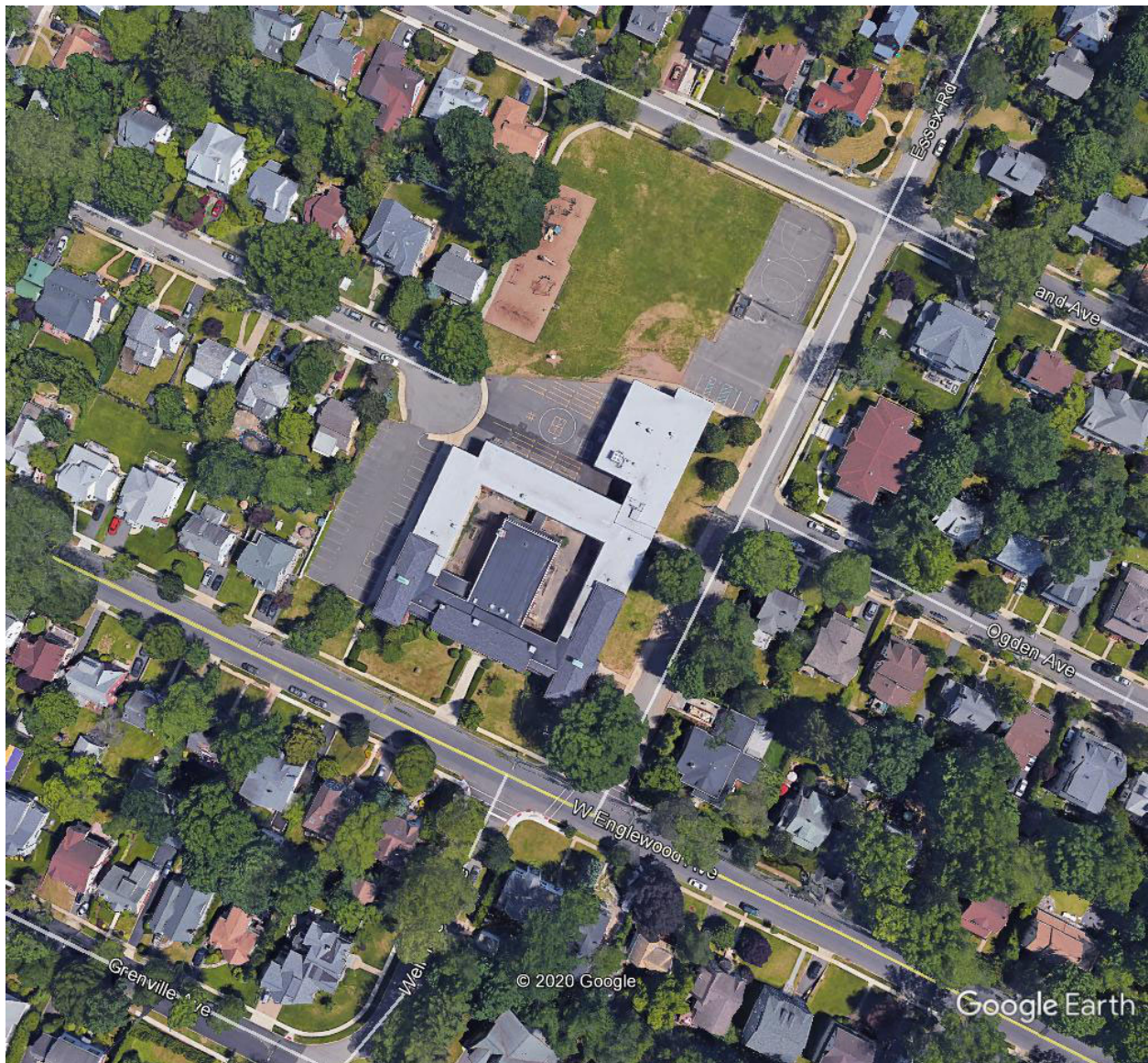


Exhibit B

Teaneck Superintendent-Schools
Parcel ID: 0260_2904_10
1 Merrison Street, Teaneck, NJ, USA

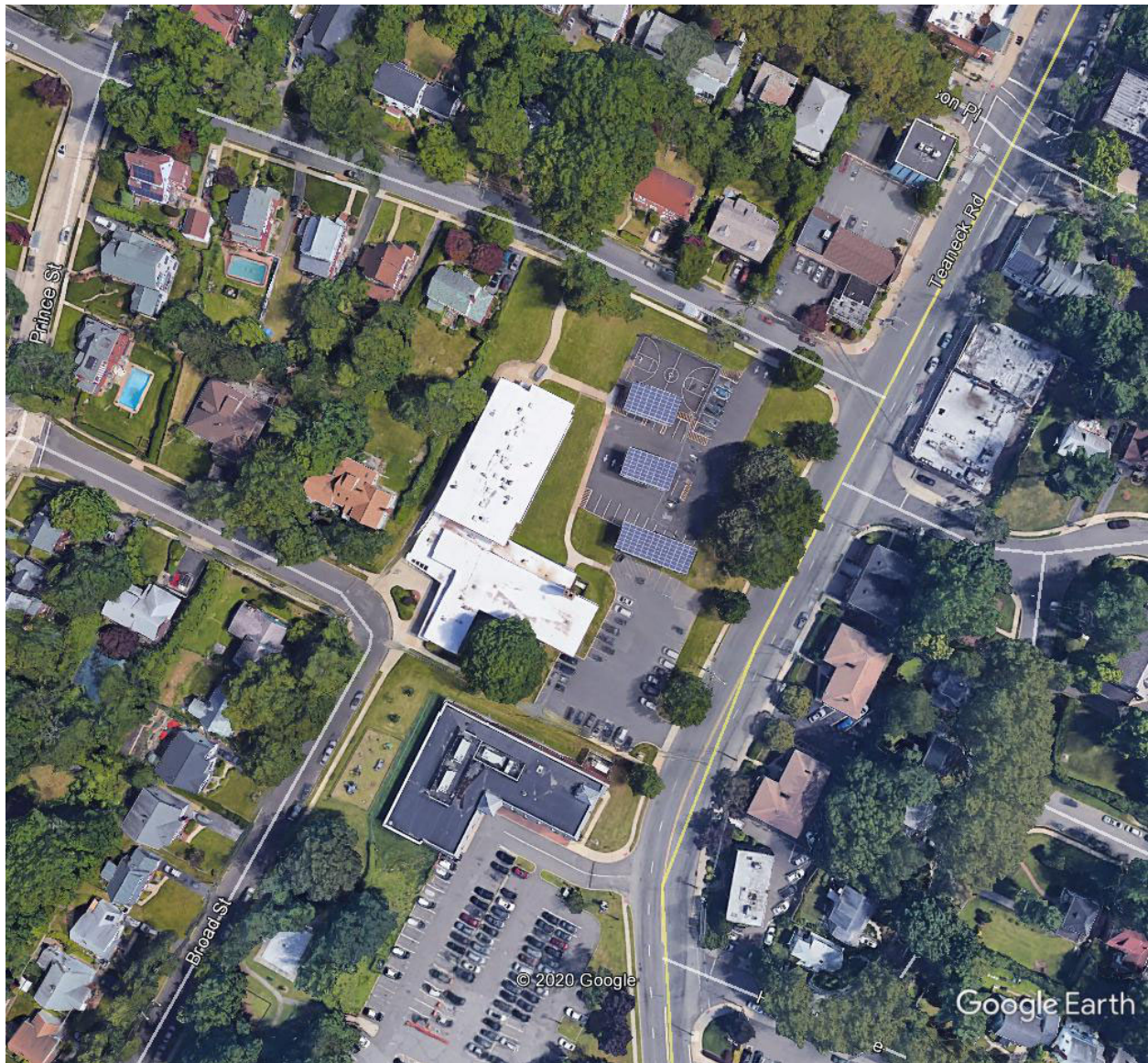


Exhibit B

Thomas Jefferson Middle School
Parcel ID: 0260_3820_1
1 Fycke Lane, Teaneck, NJ, USA

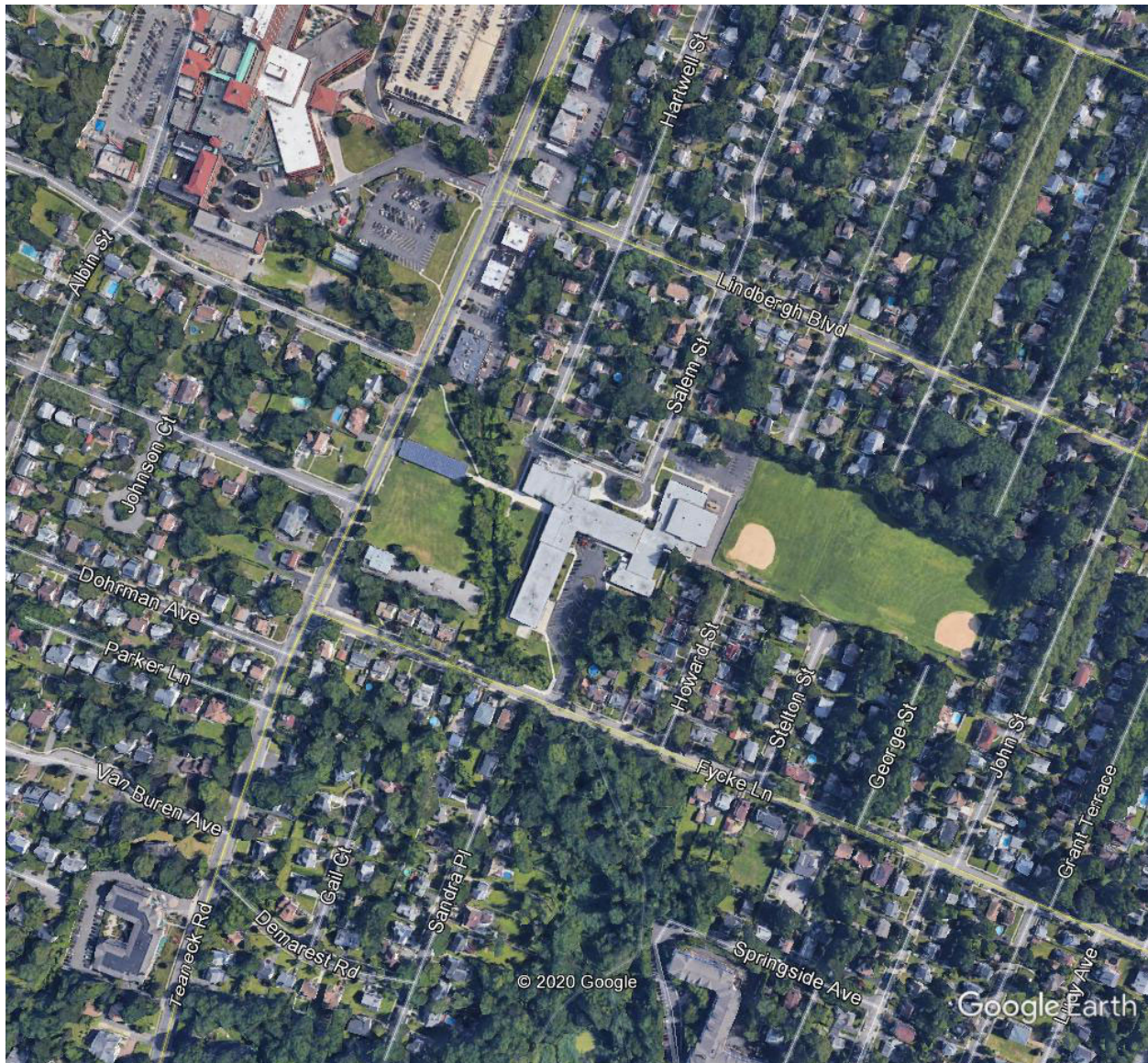


Exhibit B

Teaneck High School
Parcel ID: 0260_2801_1
100 Elizabeth Avenue, Teaneck, NJ, USA

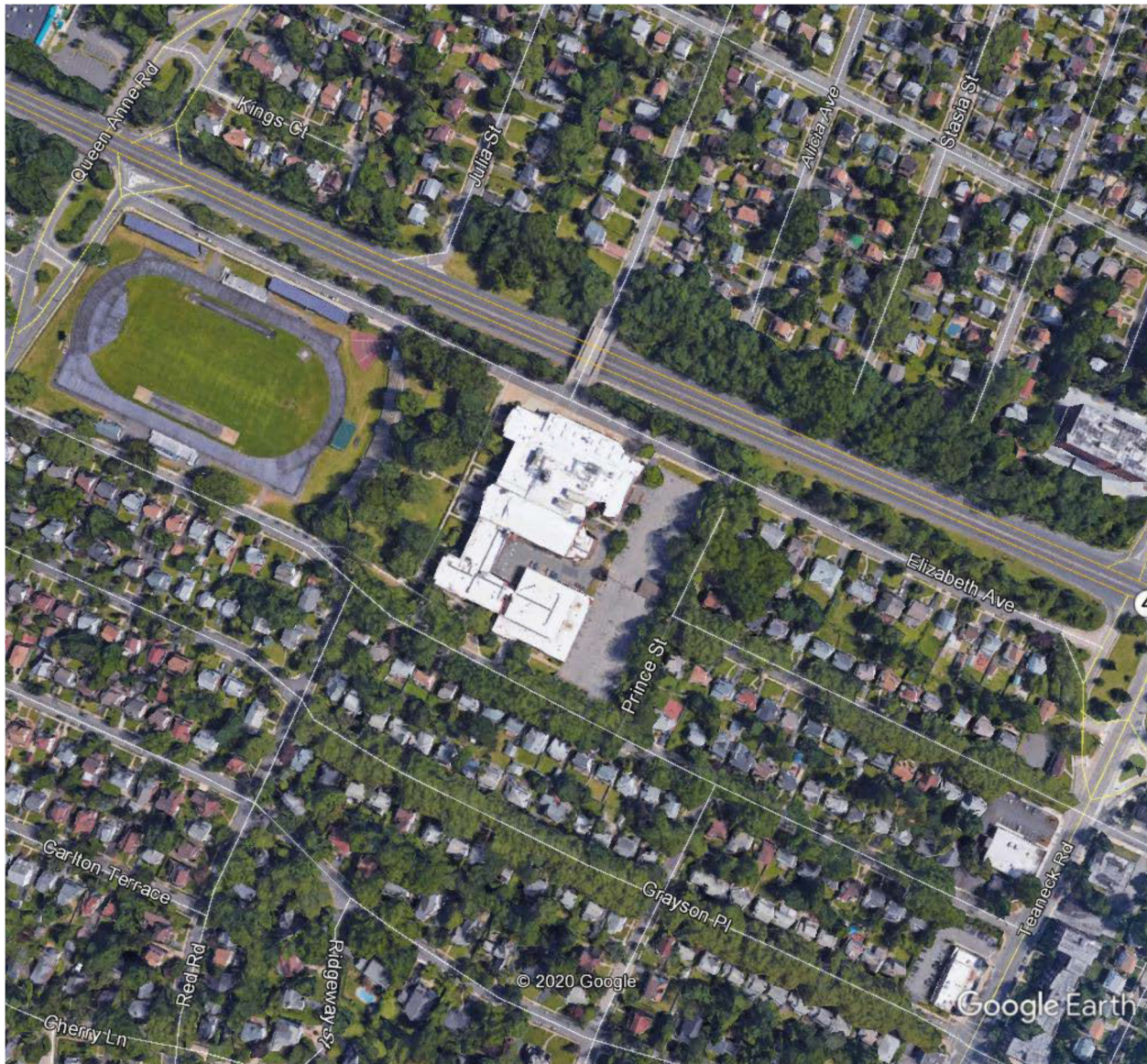


EXHIBIT C

PROJECT DESCRIPTIONS

System 1: Lowell Elementary School

1025 Lincoln Place, Teaneck, NJ, USA

Nameplate Capacity - 113.8kW DC

Year 1 Production – 125,658kWh

Photovoltaic Panels – (288) Jinko 395W or Tier 1 alternative

Inverter – (3) Chint CPS SCA36KTL-DO or equivalent

Data Monitoring – Also Energy

Racking – PanelClaw and Unirac

System 2: Benjamin Franklin Middle School

1315 Taft Road, Teaneck, NJ, USA

Nameplate Capacity – 171.8kW DC

Year 1 Production – 199,752kWh

Photovoltaic Panels - Jinko 395W or Tier 1 alternative

Inverter – (4) Chint CPS SCA36KTL-DO or equivalent

Data Monitoring – Also Energy

Racking – PanelClaw

System 3: Whittier Elementary School

491 W Englewood Ave Teaneck, NJ 07666

Nameplate Capacity – 125.2kW DC

Year 1 Production – 144,606kWh

Photovoltaic Panels – (317) Jinko 395W or Tier 1 alternative

Inverter – (3) Chint CPS SCA36KTL-DO or equivalent

Data Monitoring – Also Energy

Racking – PanelClaw and Unirac

System 4: Teaneck Superintendent-Schools

1 Merrison Street, Teaneck, NJ, USA

Nameplate Capacity – 109.8kW DC

Year 1 Production – 127,862kWh

Photovoltaic Panels – (278) Jinko 395W or Tier 1 alternative

Inverter – (3) Chint CPS SCA36KTL-DO or equivalent

Data Monitoring – Also Energy

Racking – PanelClaw

System 5: Thomas Jefferson Middle School

1 Fycke Lane, Teaneck, NJ, USA

Nameplate Capacity – 265.4kW DC

Year 1 Production – 311,341kWh

Photovoltaic Panels – (672) Jinko 395W or Tier 1 alternative

Inverter – (6) Chint CPS SCA36KTL-DO or equivalent

Data Monitoring – Also Energy

Racking – PanelClaw

System 6: Teaneck High School

100 Elizabeth Avenue, Teaneck, NJ, USA

Nameplate Capacity – 118.5kW DC

Year 1 Production – 135,493kWh

Photovoltaic Panels – (300) Jinko 395W or Tier 1 alternative

Inverter – (3) Chint CPS SCA36KTL-DO or equivalent

Data Monitoring – Also Energy

Racking – PanelClaw and Unirac