



# SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300

Fax 908-789-8535

E-mail [info@senco.com](mailto:info@senco.com)

Dr. David Eichenholtz  
School Business Administrator  
Hillside Board of Education  
195 Virginia Street  
Hillside, New Jersey 07205

Dear Dr. Eichenholtz:

We would like to express our sincere appreciation for the opportunity of providing professional accounting and auditing services to the Hillside School District during this past year. Our goal is to continue to provide the type and quality of service that will be most beneficial to you and the Board. Following is an outline of the services we propose for the school fiscal year ending June 30, 2023:

The scope of our work would encompass performing an audit of the financial statements of the Board for the fiscal year 2022-2023 as prescribed by N.J.S.18A:23-12-11. Typically, the funds to be audited comprise the General Fund, the Special Revenue Fund, Capital Projects Fund, Enterprise Fund, Fiduciary Fund and Student Activity Fund. Our audit will also include the financial records for all funds maintained by the Board Secretary and the financial activities of various pupil organizations conducted under the auspices of the Board of Education.

The primary objective of our audit will be to express an opinion on the financial statements as of June 30, 2023. Our audit of the financial statements, records and other pertinent data of the Hillside School District Board of Education would be made in accordance with generally accepted auditing standards and audit requirements prescribed by the Office of Finance, Department of Education, State of New Jersey and such other auditing procedures as we consider necessary in the circumstances. We will also perform a compliance audit of federal funds and state funds in accordance with the Federal Uniform Guidance and New Jersey OMB Circular 15-08.

As part of our report, we will include recommendations and comments concerning the internal controls and financial activities of the Hillside School District Board of Education, which will be discussed with the Board of Education or its designated representatives prior to the submission of the final ACFR Report to the Board.

We would also be available to attend meetings and conferences required by the Board and officials related to the audit, as well as telephone consultation in matters relating to the audit and budget process.

# SUPLEE, CLOONEY & COMPANY

Dr. David Eichenholtz  
School Business Administrator  
Hillside Board of Education

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We understand that the Board of Education will furnish the following:

- A. All financial statements, records, books of original entry, supporting documents and other related records, as requested.
- B. Copies of the Board's minutes, policy directives, grant agreements, contracts, leases, budgets and other documents or data pertinent to the audit and such other information as may be required in the conduct of the audit.
- C. Adequate working space and other facilities for the conduct of the audit.
- D. Assistance by Board staff - which is considered desirable and necessary - including, but not limited to, the preparation of account analyses, summaries and providing other documentation.

We propose that our fees for the above mentioned services would be as follows:

**2022-2023 Statutory Audit** - Audit of General Fund, Special Revenue Fund, Fiduciary Fund, Enterprise Fund, General Fixed Assets Account Group, Student Activity and all other Funds and Account Groups under the auspices of the Board of Education, including Federal and State Programs in accordance with the Federal Uniform Guidance and State of New Jersey OMB Circular 15-08, at a fee not to exceed ..... \$41,000.00

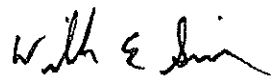
Any additional services, should they be requested by the District would be mutually agreed upon before the commencement of any work and billed at the following rates:

Partner	-	\$200.00
Manager	-	\$150.00
Senior Staff	-	\$120.00
Staff Accountant	-	\$ 90.00

Should you have any questions regarding the engagement, or if you desire any additional information, please do not hesitate to call.

Yours very truly,

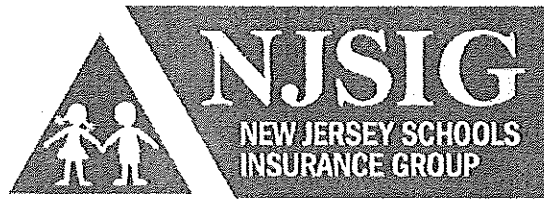
SUPLEE, CLOONEY & COMPANY



William E. Swisher, Partner

June 5, 2023  
WES:mvf

Educational Risk and Insurance Consortium - North



Hillside Township Board of Education

July 1, 2023 to July 1, 2024

Presented By  
RD Parisi Associates, Inc.  
500 Prospect Avenue  
Suite 100  
West Orange, NJ 07052

Reminder: Per NJSIG's bylaws, the Group is permitted to examine and audit a member district's payroll records at any time to ensure the accurate reporting of payroll information used to determine Workers' Compensation premiums.

R282AO-01

06/14/2023

A Fund Administered by New Jersey Schools Insurance Group  
6000 Midlantic Drive, Suite 300, Mount Laurel, New Jersey 08054  
ph: 609.386.6060 - fx: 609.386.8877  
Serviced by Arthur J. Gallagher Risk Management Services, Inc.



**Educational Risk and Insurance Consortium - North**  
**Hillside Township Board of Education**  
**Quote Number R282AO-01 July 1, 2023 to July 1, 2024**

Coverage Type	Package Options		Premiums
	Limits	Deductibles	
Property	Not Quoted	Not Quoted	Not Covered
Environmental Impairment Liability	Not Quoted	Not Quoted	Not Covered
Underground Storage Tanks	Not Quoted	Not Quoted	Not Covered
Retro Active Date:			
Terrorism (Property/APD)	Not Quoted	Not Quoted	Not Covered
RESTART (Demolition & Rebuild)	Not Quoted	Not Quoted	Not Covered
Crisis Management	Not Quoted	Not Quoted	Not Covered
Cyber Liability	Not Quoted	Not Quoted	Not Covered
Extra Expense	Not Quoted	Not Quoted	Not Covered
Valuable Papers	Not Quoted	Not Quoted	Not Covered
Loss of Rents	Not Quoted	Not Quoted	Not Covered
Business Income/Tuition	Not Quoted	Not Quoted	Not Covered
Limited Builders Risk	Not Quoted	Not Quoted	Not Covered
Equipment Breakdown	Not Quoted	Not Quoted	Not Covered
Crime:			
Faithful Performance	Not Quoted	Not Quoted	Not Covered
Forgery & Alteration	Not Quoted	Not Quoted	Not Covered
Money & Securities	Not Quoted	Not Quoted	Not Covered
Money Orders/Counterfeit	Not Quoted	Not Quoted	Not Covered
Computer Fraud	Not Quoted	Not Quoted	Not Covered
General Liability	Not Quoted	Not Applicable	Not Covered
General Liability with SA discount	Not Quoted	Not Applicable	Not Covered
Automobile Liability	Not Quoted	Not Quoted	Not Covered
Auto Physical Damage	ACV Basis	Not Quoted	Not Covered
*Replacement Cost on Qualifying Buses			

**Workers' Compensation and Supplemental Indemnity Options**

**ERIC North**

Professional Payroll	\$33,545,700	
Non-Professional Payroll	\$3,315,548	
Workers' Compensation	Part 1: Statutory/ Part 2: \$3,000,000	\$395,871
Experience Modifier	0.7406	
Supplemental Indemnity (Waiting Period)	7 Days	\$18,195



**Quote Number** R282AO-01     July 1, 2023 to July 1, 2024

**School Leaders Errors and Omissions Liability**

Retro Date Cov A		Not Quoted			
Retro Date Cov B		Not Quoted			
Coverage A Limits		Coverage B Limits		Deductible	Premium
AIG	Not Quoted	Each policy period	Not Quoted	Not Quoted	Not Covered
NJSIG	Not Quoted	Each policy period	Not Quoted	Not Quoted	Not Covered



# Educational Risk and Insurance Consortium - North

## Hillside Township Board of Education

Quote Number R282AO-01 July 1, 2023 to July 1, 2024

Coverage Type	Commission Percentage	Commission Dollars
Property	Not Quoted	Not Quoted
Environmental Impairment Liability	Not Quoted	Not Quoted
Terrorism (Property/APD)	Not Quoted	Not Quoted
RESTART (Demolition & Rebuild)	Not Quoted	Not Quoted
Crisis Management	Not Quoted	Not Quoted
Cyber Liability	Not Quoted	Not Quoted
Equipment Breakdown	Not Quoted	Not Quoted
Crime & Bonds		
Faithful Performance	Not Quoted	Not Quoted
Depositors' Forgery	Not Quoted	Not Quoted
Money & Securities	Not Quoted	Not Quoted
Money Orders/Counterfeit	Not Quoted	Not Quoted
Computer Fraud	Not Quoted	Not Quoted
General Liability	Not Quoted	Not Applicable
General Liability with SA discount	Not Applicable	Not Applicable
Automobile Liability	Not Quoted	Not Quoted
Automobile Physical Damage	Not Quoted	Not Quoted
Workers' Compensation	6.00%	\$23,752
Supplemental Indemnity	10.00%	\$1,819
Errors & Omissions	Not Quoted	Not Quoted



Educational Risk and Insurance Consortium - North

Hillside Township Board of Education

Quote Number R282AO-01 July 1, 2023 to July 1, 2024

**Special Conditions:** The lines of coverage shown in this proposal are offered as a complete portfolio. Any deviation in the purchase of the referenced lines of insurance requires underwriting approval and premium recalculation.

**Proposal Terms and Conditions:** This proposal is for the purpose of highlighting certain aspects of coverage. Nothing contained herein is to be construed as replacing the actual policy language. This quote is valid up to the effective date. Coverage cannot be bound without a dated authorized signature (below). Coverage cannot be bound verbally. Coverage is bound only when acknowledged with a binder letter, issued by NJSIG.

**Payment Terms:** All premiums are payable in full with the exception of Workers' Compensation, which may be paid in twelve equal installments. All premiums are payable on or before the invoice due date.

\*Please note, Replacement Cost applies to buses that are not older than ten years at inception and seat over 17 passengers.

**REQUEST TO BIND COVERAGE(S) AS CIRCLED ON PAGES 1-4:**

***Authorized Signature***

Agency Name: RD Parisi Associates, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Workers' Compensation Payment Plan: Annual \_\_\_\_\_ Semi-Annual \_\_\_\_\_  
(Must be completed) Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_

Member District's Tax ID Number (New business only): \_\_\_\_\_

Please do not invoice your client from quote proposal(s). Invoicing to member districts should be derived from an official invoice from NJSIG. These standard operating procedures will assist in managing any unforeseen binding order anomalies, changes or billing cycle requirements.

## Student Transportation Contract Documents Checklist

FROM: Hillside  
Local Board of Education/Educational Services Commission

DATE: 6/14/2023

SUBJECT: 2023-24 Transportation Documents

Transportation contracts, joint agreements and/or addenda are being submitted to you for approval along with the supporting documents identified on the checklist below.

Multi Contract Number(s) Vill 1

	Original Contract	Contract Renewal	Joint Agreement	Quoted Contract	Parental Contract	Addendum	Transfer Agreement
1. Signatures	1. _____	1. _____	1. _____	1. _____	1. _____	1. _____	1. _____
2. Notary	2. _____	2. _____		2. _____	2. _____	2. _____	2. _____
3. Board Minutes	3. _____	3. _____	3. _____	3. _____	3. _____	3. _____	3. _____
4. Insurance Certificate	4. _____	4. <u>X</u>		4. _____	4. _____		4. _____
5. Business Registration	5. _____			5. _____			5. _____
6. Bidder's Guarantee	6. _____						
7. Consent of Surety	7. _____						
8. Surety Bond	8. _____	8. _____		8. _____		8. _____	8. _____
9. Affirmative Action	9. _____	9. <u>X</u>					9. _____
10. Bid Advertisement	10. _____						
11. Specifications	11. _____						
12. Route Description	12. _____						
13. Bid Sheet	13. _____						
(Successful Bidder)							
14. Summary of All Bids	14. _____						
15. Non-collusion Statement	15. _____						15. _____
16. Ownership Disclosure	16. _____						16. _____
17. Does not exceed CPI (NJSA 18A:39-3)		17. <u>X</u>				17. _____	
18. 3 Quotes				18. _____			
19. Veh. Registration					19. _____		
20. Driver License					20. _____		
21. Does not exceed bid threshold				21. _____	21. _____		
22. Investment Activities in Iran Disclosure	22. _____	22. _____		22. _____			22. _____
23. Non-involvement in	23. _____	23. _____		23. _____			23. _____

prohibited activities  
in Russia or Belarus

24 Request for County Supt. Approval Form 24

24. X

24

24

24

**State of New Jersey - Department of Education**

**Student Transportation Contract  
School Related Activities Renewal Contract**

<b>Board of Education of:</b>	<b>Hillside</b>
<b>In the County of:</b>	<b>Union</b>
<b>Multicontract or Trip #:</b>	<b>VIII 1</b>
<b>Contract Term:</b>	<b>July 1, 2023 - June 30, 2024</b>
<b>Contractor:</b>	<b>Villani Bus Company</b>
<b>Terminal Location:</b>	<b>Linden, NJ</b>
<b>Contractor Code:</b>	<b>978</b>
<b>Bid Number:</b>	<b>1</b>
<b>Renewal Number:</b>	<b>19</b>
<b>For bonding purposes only, the estimated annual amount of this contract is:</b>	<b>\$100,000.00</b>

1. The transportation contractor shall transport students to and from school related activities as set forth in the bid specifications.
2. If the transportation contractor fully performs the services required by the specifications and this contract, the local board shall pay the contractor for the actual transportation provided.
3. The transportation contractor shall transport students not to exceed in number the capacity of the vehicle designated by the local board as set forth in the bid specifications; and comply with all applicable New Jersey statutes, regulations and procedures and with the rules of the local board governing student transportation.

<b>Board of Education of:</b>	<b>Hillside</b>
<b>In the County of:</b>	<b>Union</b>
<b>Multicontract or Trip #:</b>	<b>Vill 1</b>
<b>Contract Term:</b>	<b>July 1, 2023 - June 30, 2024</b>

4. The transportation contractor shall ensure that the driver of each vehicle shall be a reliable person of a good character who shall possess all State school bus driver qualifications and licenses and shall comply with all statutes, regulations and procedures of the State of New Jersey and the rules and specifications of the local board. If, in the judgment of the local board, any driver of a vehicle operated under contract to transport students shall be deemed unsuitable to drive a school vehicle because of lack of driving skills, inability to control students, failure to comply with all applicable rules and regulations, incapacity, unbecoming conduct, or other good cause; the local board may request that transportation contractor to replace said driver. If the transportation contractor shall fail to comply with the aforesaid request, the local board may require the transportation contractor to show cause why such failure to comply with the request shall be deemed to constitute a breach of contract and may set aside and annul this contract.

5. The transportation contractor shall only transport student(s) and adults designated by the board of education and the specifications. Vehicle(s) shall arrive and/or depart the assigned locations no earlier or later as so indicated.

6. The transportation contractor agrees to furnish automobile liability insurance covering the operation of every vehicle transporting pupils and drivers thereof in the amount specified in the bid specifications but not less than \$1,000,000 combined single limit coverage per occurrence. The aforesaid insurance shall cover the local board as an additional named insured. The insurance company is to be one admitted under the insurance laws of this State to write the line of insurance to be provided. The transportation contractor further agrees to file the policy or certificate of such insurance with the secretary of the local board. In lieu of the aforesaid policy or certificate of insurance, self-insuring transportation contractors shall file with the secretary of the local board the certificate prescribed in N.J.S.A. 48:4-12 and 13. The local board must be given 30 days notice if the insurance is to be cancelled for any reason.

7. The transportation contractor will defend and indemnify the local board and any given agent, officer, or employee thereof and save harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of actions of the transportation contractor occasioned wholly or in part by any act or omission to act of the transportation contractor, its agent, its subcontractor, or its employees in the performance of this contract.

<b>Board of Education of:</b>	<b>Hillside</b>
<b>In the County of:</b>	<b>Union</b>
<b>Multicontract or Trip #:</b>	<b>Vill 1</b>
<b>Contract Term:</b>	<b>July 1, 2023 - June 30, 2024</b>

8. The transportation contractor shall provide a suitable surety bond as prescribed in the bid specifications. If the transportation contractor fails to perform the services agreed upon herein, the local board may utilize such bonding to purchase equivalent services from an alternate provider.

9. The failure of one party to this contract to comply with the provisions hereof shall constitute good cause for its termination by the other party to it.

10. It is understood and agreed by the parties hereto that this agreement shall be without force or effect until it shall have been approved by the County Superintendent of Schools.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.



<b>Board of Education of:</b>	<b>Hillside</b>
<b>In the County of:</b>	<b>Union</b>
<b>Multicontract or Trip #:</b>	<b>VIII 1</b>
<b>Contract Term:</b>	<b>July 1, 2023 - June 30, 2024</b>

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

<b>Board of Education of:</b>	<b>Hillside</b>
<b>In the County of:</b>	<b>Union</b>
<b>Multicontract or Trip #:</b>	<b>VIII 1</b>
<b>Contract Term:</b>	<b>July 1, 2023 - June 30, 2024</b>

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

In witness whereof, the parties hereto have duly signed this contract.

\_\_\_\_\_  
Signature - School Business  
Administrator/  
Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - President of the  
Local Board

\_\_\_\_\_  
Date

Notary to the Contractor - Subscribed and sworn before me

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public Name

\_\_\_\_\_  
Villani Bus Company

<b>Board of Education of:</b>	<b>Hillside</b>
<b>In the County of:</b>	<b>Union</b>
<b>Multicontract or Trip #:</b>	<b>VIII 1</b>
<b>Contract Term:</b>	<b>July 1, 2023 - June 30, 2024</b>
Company or Trade Name	Notary Public Signature

Company Representative  
Authorized Signature

Notary's Commission Expiration Date

## School Related Activities Renewal Contract

[illegible]

**State of New Jersey - Department of Education**

**Request for Approval of Transportation Contract - PT2R**

**TO:** Executive County Superintendent of Schools

**FROM:** School Business Administrator/Board Secretary  
Hillside

**DATE:** June 14, 2023

**SUBJECT:** Student Transportation Contract Approval  
School Related Activities Renewal Contract

The following student transportation school related activities renewal contract and related documents are being submitted for your approval:

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Signature - School Business Administrator/Board Secretary

**Contractor Name:** Villani Bus Company

**Multi Contract or  
Trip Number**

**Estimated Annual Contract Amount**

VIII 1

\$100,000.00

**For County Office Use:**                      **Approved**                      **Disapproved**

The above listed student transportation school related activities renewal contract and related documents have been reviewed as to form and are approved/disapproved as noted. Please note that disapproved contracts may not be renewed.

---

Date \_\_\_\_\_ Executive County Superintendent of Schools

11-School Related ACTIVITIES Contract RENEWAL (8)  
Version 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Center P. O. Box 1689 Pearl River NY 10965	<b>CONTACT NAME:</b> Michele Mugno
	<b>PHONE (A/C, No, Ext):</b> 201-661-2440 <b>FAX (A/C, No):</b> 201-661-2440
	<b>E-MAIL ADDRESS:</b> michele.mugno@epicbrokers.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> New York Marine And General Ins Co
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 1480328237 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL202200013150	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 LSAM SUBLIMIT \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AU202200017047	7/1/2022	7/1/2023	\$ \$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED SUBJECT TO THE POLICY TERMS AND CONDITIONS AND WITH RESPECTS TO THE TRANSPORTATION SERVICES PROVIDED BY THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b>  Hillside Board of Education 195 Virginia Street Hillside NJ 07205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ISSUED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sackett Cook & Associates - TIB 600 Fairmount Avenue Suite 106 Towson MD 21286-1000	<b>CONTACT</b> NAME: Angela Suznavick PHONE (A/C, No, Ext): 410-828-7076 FAX (A/C, No): 410-828-5837 E-MAIL ADDRESS: asuznavick@libinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Gemini Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**INSURED**  
 Villani Bus Co., Inc.  
 811 E. Linden Ave  
 Linden NJ 07036

**COVERAGES**      **CERTIFICATE NUMBER: 2110894046**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS \$			GVE100230904	7/1/2022	7/1/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 OTHER:
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Excess aggregate applies only to GL policy.  
 Certificate holder is named as an additional insured but only to the extent that they are held liable for the conduct of the named insured.

<b>CERTIFICATE HOLDER</b>  Hillside Board of Education 195 Virginia Street Hillside NJ 07205	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2023 to 15-JAN-2025

VILLANI BUS COMPANY  
811 E. LINDEN AVE.  
LINDEN

NO 07036



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer



<b>PURCHASE CONTRACT</b>	<b>CONTRACT NUMBER</b>	<b>BOXX MODULAR</b>
	<b>BXPA-158173</b>	
	<b>CONTRACT DATE</b>	
	<b>May 18, 2023</b>	

BOXX Modular, Inc., herein referred to as "BOXX".

This Purchase Contract ("Contract") includes the Cover Pages, the most recent BOXX proposal, the Terms and Conditions, and any BOXX attachments thereto.

**BILL TO:** Hillside Board of Education  
195 Virginia Street  
Hillside, New Jersey, 07205

**P.O.**

#### PURCHASE CONTRACT DETAILS

**EXPECTED DELIVERY DATE:**  
October 31, 2023

**ACCOUNT MANAGER:**  
John Hale  
**PHONE:** 215/779-7723  
**EMAIL:** jhale@boxxmodular.com

**PROJECT/SITE INFORMATION:**  
Deanna G. Taylor Academy  
614 Tillman Street  
Hillside, New Jersey 07205  
**SITE CONTACT:** Charles Koch  
**PHONE:** 201/218-1523  
**EMAIL:** ckoch@env-nj.com

The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

#### Hillside Board of Education

DESCRIPTION OF EQUIPMENT/SERVICES	QTY	UNIT PRICE	TOTAL
Supply, deliver and Install New Modular 112'x64' Classroom Building per Proposal dated 05/18/2023	1	\$1,408,700	\$1,408,700.00
Performance Bond	1	\$16,904	\$16,904.00
<b>Total:</b>			<b>\$1,425,604.00</b>

**Total Amount: \$1,425,604.00**

**Sales Tax: Exempt**

**Contract Total: \$1,425,604.00**

#### UNIT DETAILS

DESCRIPTION OF UNIT/COMPLEX	LONG SERIA366AHL NO.	SHORT SERIAL NO.
112'x60' Annex		TMS-AMS 7366 AH

#### NOTES

**ACCEPTANCE:** Upon acceptance of this Purchase Contract by the Purchaser, it shall become a binding contract subject to the attached general terms and conditions. Where BOXX is responsible for transportation and/or installation, the attached special terms and conditions for transportation and/or installation shall also apply.

Unless otherwise stated, prices exclude all sale taxes, property taxes, licenses, permits, and fees. Delivery and installation prices are based on the site being accessible, level and having adequate drainage. The customer is responsible for obtaining any building permits and securing local installation and foundation approvals.

#### Sale Payment Terms:

% of Purchase Price	Milestone Description	Payment Amount
	Performance Bond Due with Deposit	\$16,904.00
25%	Due upon contract execution	\$352,175.00
60%	Due upon manufacturer completions (prior to delivery)	\$845,220.00
15%	Due upon substantial completion of BMI's Scope of Work	\$211,305.00

**NOTICES FOR BOXX MODULAR, INC.:**

BOXX Modular, Inc.  
Address: 3475 High River Road, Fort Worth, TX 76155  
Attention: Vice President, BOXX Modular, Inc.  
Copy to Legal Department Fax: 1.403.237.6421

**NOTICES FOR CUSTOMER:**

Hillside Board of Education  
Address: 195 Virginia Street  
Hillside, New Jersey 07205  
Attention: Dr. David Eichenholtz

**ACKNOWLEDGEMENT**

Notwithstanding anything to the contrary in this Contract, and in addition to the rights under the force majeure clause in the Terms and Conditions, BOXX Modular, Inc. and any of its affiliates, shall not be in default of any of its obligations hereunder, and shall not have any liability or be responsible for any claims or damages whatsoever incurred by the Purchaser, as a result of the non-performance or any delays in the performance of its service resulting from the unavailability of assets, resources, personnel, labor and support services caused by, directly or indirectly, the COVID-19 pandemic.

Notwithstanding anything to the contrary in this Contract, in the event that any amount is due to BOXX Modular, Inc. or any of its affiliates by the Purchaser or any of the Purchaser's affiliates, BOXX Modular, Inc. shall have the right of set-off against the Purchaser for that amount, whether such amount arises pursuant to this Contract, any other contracts between the Purchaser and/or the Purchaser's affiliates and BOXX Modular, Inc., BOXX Modular, Inc.'s affiliates or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

Hillside Board of Education ("Purchaser")  
195 Virginia Street  
Hillside, New Jersey, 07205

Authorized Signatures:

Name: Dr. David Eichenholtz

Title: Business Administrator

Date:

Name: Kimberly Cook, President

Title: Board President, Hillside Board of Education

Date:

BOXX Modular, Inc.  
3475 High River Road  
Fort Worth, TX 76155

Authorized Signature:

Name: Heinz Joseph (Jody) Werner

Title: Vice President, MSS US

Please sign and return this copy to John Hale.

## PURCHASE CONTRACT - TERMS AND CONDITIONS

BOXX agrees to sell to Purchaser, and Purchaser agrees to purchase from BOXX the equipment, together with any carry-on options and ancillary equipment, and all other contents and furnishings (collectively, "Equipment") and provide transportation services, installation services, or other services, if any, (collectively, the "Services"), to Purchaser at the Site, in accordance with the agreed to Scope of Work attached hereto and incorporated herein, and the attached General Terms and Conditions of Proposal and Purchase Contract ("Terms and Conditions").

1. Used Equipment. Only to the extent that the Proposal includes the purchase of used Equipment, the following shall apply:

a. Purchaser specifically acknowledges and agrees that BOXX is selling, and Purchaser is purchasing the Equipment on as "as-is, where-is" basis, except as expressly set forth in this Contract.

b. Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from BOXX, its agents, or brokers as to any matters concerning the Equipment, including without limitation: (i) the quality, nature, adequacy and physical condition of the property, including, but not limited to the structural elements, foundation, roof, appurtenances, access, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the property, (iii) the development potential of the Equipment, and the Equipment's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Equipment for any particular purpose, (iv) the zoning or other legal status of the Equipment or any other public or private restrictions on use of the Equipment, (v) the compliance of the Equipment or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the quality of any labor and materials used in any improvements on the Equipment, (vii) the condition of title to the Equipment, and (viii) the economics of any past or future operations of the Equipment.

2. Price. In consideration of BOXX furnishing the Equipment and Services described in the Proposal, the Purchaser shall pay to BOXX the price set out in in this Contract, subject to such additions or deductions, which may hereinafter be agreed upon between the parties in writing. The price excludes all taxes, licenses, permits, bonds, and fees, unless otherwise stated in the Proposal. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Contract. BOXX shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to procure, costs to change suppliers, costs of manufactured equipment, or other costs of any kind resulting from the changes. In the event of such changes, Purchaser shall execute a Change Order in an amount commensurate with any actual, direct, and documented increased in material costs incurred as a direct result of such changes. BOXX's fee shall not be increased as a result of such cost increases. The price of all Services is based upon use of non-union labor and non-prevailing wage rates. If concealed conditions are found below the ground and are at variance with known conditions, per the approved drawings, there shall be an equitable adjustment made to the price by way of a written Change Order.

3. Payment.

a. The Purchaser shall pay to BOXX the price of the Equipment prior to the Delivery date, or sooner if otherwise stipulated in the Proposal. In no instance may the Purchaser occupy the Equipment until full payment has been made to BOXX, unless stated otherwise herein or agreed to in writing by BOXX.

b. The Purchaser shall pay to BOXX the price of the Services within thirty (30) calendar days of receipt of BOXX's invoice.

c. Interest at the rate of three percent (3%) per month shall be due from Purchaser on all past due invoices until paid, in addition to all costs incurred by BOXX to collect payment from Purchaser.

d. Payments from Purchaser shall be absolute and unconditional in all events and shall not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever. No charge for labor or material furnished by the Purchaser shall be allowed as a credit under this Contract unless authorized in writing by BOXX.

e. Payment shall be made to BOXX, or its assignee, at the address set forth herein.

4. Taxes. Unless otherwise specifically set forth in this Proposal and Contract, it is specifically agreed and understood between the parties that the price herein does not include any state or local taxes or any other government charges such as impact and tap fees. Any tax or other government charge upon the production, sale, use or shipment of the products sold, now imposed or hereinafter becoming effective shall be paid and remitted to the appropriate government agency by the Purchaser, or if any state or federal law does not permit payment and remission in such manner, said tax or other government charge shall be added to the Price and shall be paid by Purchaser to BOXX. If in accordance with Purchaser's direction, BOXX claims an exemption for taxes, Purchaser shall indemnify and hold BOXX harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by BOXX as a result of any action taken by BOXX in accordance with Purchaser's direction.

5. Delivery. BOXX estimates that the delivery of the Equipment described in Proposal will require the number of weeks of lead time, specified in the Proposal, after BOXX is in receipt of complete information and drawings approved by Purchaser, a building permit is issued by the governing authorities and satisfactory financial arrangements have been made. This estimate is subject to paragraph 6 of the Terms and Conditions of this Contract. Purchaser may, at Purchaser's option, disregard the permit issuance by local authorities and authorize BOXX to proceed with production of the Equipment, at Purchaser's full and sole risk. Should a permit not be issued at the time that the Equipment is ready for shipment to the Site, then Purchaser shall make progress payments to BOXX as if the Equipment had been delivered, less delivery charges specified in the Proposal.

6. Force Majeure. BOXX will not be in default of the performance of any of its obligations under this Contract if it is prevented from doing so due to an event beyond its reasonable control, including but not limited to acts of God, acts of war, terrorism, strikes, lockouts, civil disturbances, explosions, fires, floods, transportation disruptions, epidemics, pandemics, and weather conditions, but only to the extent and for the time period that performance of such obligation is so prevented. It is further understood and agreed that Purchaser will not hold BOXX responsible for liquidated damages or other damages which may be imposed upon Purchaser pursuant to any other contract Purchaser may have entered into with respect to which BOXX is not a party.

7. Purchaser Responsibilities. The Purchaser shall:

a. Be SOLELY RESPONSIBLE for any and all additional materials, labor, Site Preparation, utility connections and all other items on the project, other than those materials as specifically set forth herein as being BOXX's responsibility.

b. Ensure BOXX has free and clear access to the Site, ensure the Site is level and has adequate drainage.

c. Be solely responsible for compliance with building codes, for obtaining any type of building permits and licenses, and securing local installation and foundation approvals that may be required on the project, and for payment of state and local taxes which may be applicable to the sale covered by this Proposal and Contract, including tolls, ferry/tunnel charges, permissions and inspections. Any amounts for any such licenses, permits, costs, charges or taxes paid by BOXX will be invoiced to Purchaser.

d. Provide BOXX with reliable and accurate information regarding transportation, Site conditions, and access at least five (5) business days prior to the date Equipment is to be transported to Site.

e. Reimburse BOXX for all costs incurred in order to correct improper or inaccurately constructed Site access or foundations, to correct misalignment or inaccuracy in anchor bolts, walls footings, cutouts for doors, or other work.

f. Provide storage and be responsible for loss of or damage to materials if Site access, Site, and foundations are not ready or in accordance with the delivery provision contained in this Contract, and reimburse BOXX for all additional costs incurred by BOXX including, but not limited to, the cost of unloading, reloading, and hauling materials resulting from Purchaser's failure to perform this condition. Delay in completing foundation and inaccessibility of Site may necessitate rescheduling of the order for which BOXX shall not be responsible, and shall extend the period of performance by the period of delay. BOXX is not responsible for any loss or damage to Equipment during transportation, unless such loss or damage is noted in writing and provided to BOXX's agent or truck driver at the time of Delivery.

g. Unless otherwise specified, pay for additional expense caused by obstructions, either overhead or underground, demolition work, grading to bring the Site to level, or extra depth, or width of the concrete footing, foundations or excavations

caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans approved by any building department, or changes to the method of Site access.

h. The Purchaser warrants that it owns, or has the right to construct buildings on the property which the materials as described herein are to be delivered, constructed, or other work performed, and will designate to BOXX the location of the corner stakes of the property and will furnish the plat plan showing the boundary dimensions and angles of the property, and the proposed location of the Site of the building or other work to be performed together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements, and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. BOXX shall not be responsible for encroachments of any type. Purchaser warrants that said construction will not violate any zoning restrictions or other laws, and the Purchaser agrees to indemnify and hold BOXX harmless from all loss or damage which may result by reason of the construction of said building or other work done, or from any lack or defect of title in the Purchaser, or by reason of said construction violating any zoning restrictions or other laws. The soil bearing capacity shall be at least 3,000 pounds per square foot. The Purchaser is solely responsible for checking the property Site to assure that the Equipment and/or construction will not be in a "Fire District". Purchaser agrees to indemnify and hold BOXX harmless for any and all losses, damages, injury, expenses and costs, including court costs and attorney's fees, which arise out of this issue and/or for the placement of a building or construction in a "Fire District".

i. The Purchaser agrees not to interfere with the progress of the Work and not to occupy any portion of the Equipment until all terms and conditions herein are fulfilled by both parties. Purchaser further agrees that Purchaser cannot occupy the Equipment until the Work is completed or as per governing authorities' authorization where an occupancy permit, or similar type of permit, is required. Purchaser further agrees to not permit any workmen, other than those of BOXX, to work at or in the immediate vicinity of the building, without BOXX's written consent until BOXX's work on the building is completed. Should any workmen, or contractors or subcontractors of the Purchaser perform only such work, the Purchaser will furnish to BOXX in writing, their names, before such work is performed. The Purchaser agrees to pay BOXX for any damage that maybe caused by anyone other than workmen or subcontractors of BOXX, by means of disturbing or damaging concrete forms, grade finishing or any construction work in progress whatsoever.

#### 8. Indemnity and limitation on damages.

a. To the fullest extent allowed by law, the maximum liability of BOXX, its affiliated entities, and each of their respective directors, officers, employees, agents and contractors (collectively the "BOXX Parties") to Purchaser and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this Contract for any reason, shall not exceed the Contract Price.

b. All other remedies, unless expressly set forth herein, are hereby expressly waived by Purchaser, and Purchaser acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable.

c. Purchaser, for itself, and its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless the BOXX Parties, from and against any and all liability, damages, and costs of any kind, at law or in equity, arising directly or indirectly out of, or in connection with performance of the Work.

d. In the event, Purchaser shall receive notice of any claim, suit, or action for personal injury, death, or property damage, Purchaser shall provide prompt written notification thereof to BOXX. In the event of commencement of any suit, action, or proceeding, Purchaser shall immediately assume the defense of BOXX, at Purchaser's sole cost and expense and shall wholly indemnify the BOXX Parties, as provided herein.

e. All BOXX liability shall end upon expiration of the applicable warranty period.

f. In no event will BOXX be liable for interruption of business, loss of profits or revenues, cost of capital, downtime costs, increased operating costs, or any special, indirect, punitive, or consequential damages.

9. Assignment. The Purchaser agrees that it shall not assign or transfer this Contract or any part hereof or any amount payable hereunder, except with the prior written consent of BOXX and any attempt to do so shall be null and void and of no force or effect whatsoever.

#### 10. Insurance.

a. General Liability: In conjunction with Purchaser's obligations hereunder, Purchaser must at all times have commercial general liability insurance with coverage of not less than \$2,000,000 in aggregate and \$1,000,000 per occurrence. Such insurance policy must be primary and non-contributory; and name BOXX as Certificate Holder and an additional insured.

b. Other Insurance Requirements: Purchaser must ensure that: each insurance policy contains in favor of BOXX, the insurer has a rating of no less than A- by the A.M. Best Rating Guide, and the insurer agrees to give BOXX at least thirty (30) days' prior written notice of cancellation of or changes to the insurance policy. Purchaser must provide BOXX with a Certificate of Insurance and endorsements prior to Delivery. Purchaser is responsible for payment of any insurance policy premiums and deductibles.

c. Unless otherwise set forth herein, the risk of loss of the Equipment will transfer to Purchaser upon the earlier to occur of payment in full of the Equipment or delivery of Equipment to Site.

11. Contract Documents. Expressly incorporated herein by reference thereto are the plans, Scope of Work and specifications relating to the materials specified in the General Terms and Conditions of Proposal and Purchase Contract.

12. Default. In the event any act or thing required of Purchaser hereunder shall not be done and performed in the manner and at the time or times required by this Contract, Purchaser shall thereby be held in default, and all amounts due under the terms and conditions of this Contract shall be payable immediately by Purchaser to BOXX, without demand by BOXX. In addition, Purchaser will reimburse BOXX for any legal fees and costs that become due as a direct result of Purchaser's default of this Contract, and Purchaser will pay to BOXX interest at the rate of three percent (3%) per month, on the price stipulated herein. Interest will be calculated from the date said default takes place, through and including the date of full and final payment.

13. No Waiver. The failure by BOXX to enforce at any time, or for any period of time, any of the terms of this Proposal and Contract shall not be a waiver of such terms and conditions or of BOXX's right thereafter to enforce each and every term and condition contained herein.

14. Entire Contract. Upon acceptance, this proposal, together with its terms and condition, shall constitute the entire contract between BOXX and Purchaser, there being merged all prior and collateral representations, promises and conditions in connection with this proposal; and any representations, promise or condition not incorporated herein shall not be binding on either party.

15. Title. Title to the Equipment will be conveyed to the Purchaser simultaneously with payment in full of the total price plus all applicable taxes.

16. Governing Law. This Contract shall be construed in accordance with and be governed by the laws of the State of New Jersey. All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved by a state or Federal Court of BOXX's choosing.

#### 17. Definitions.

a. "Change Order" means a written order signed by BOXX and Purchaser after execution of this Contract, indicating changes in the scope of the Work or schedule, including substitutions proposed by BOXX and accepted by Purchaser.

b. "Delivery" means the date that Equipment arrives at the Site.

c. "Site" means the geographical area of the project location.

d. "Work" means the Equipment and Services provided by BOXX in connection with this Contract.

18. General. Clerical errors contained herein are subject to correction.

19. Warranty: BOXX provides only the following "Warranty":

Equipment	Warranty	Warranty Period from Delivery
New Modules	Free from defects in workmanship and materials	1 year
Used Modules	None	None
Carry-on Options (if new)	Original manufacturer's warranty	Original manufacturer's warranty
Ancillary Equipment with manufacturer cost >\$500 (if new)	Original manufacturer's warranty	Original manufacturer's warranty

a. Warranties will be conveyed to Purchaser upon transfer of title of the Equipment, and Purchaser will deal directly with the manufacturer if a claim should arise. BOXX's liability is limited to replacing (but not dismantling and installing) defective parts on an exchange basis F.O.B. the manufacturer's factory. In the event that any defect is discovered by the Purchaser, notices of the defect shall be given to BOXX in writing and such notices must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Purchaser and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. There are no other warranties expressed or implied (including warranties relating to merchantability) except those stated herein. Under no circumstances shall BOXX be liable for consequential damages for any breach hereof. Used buildings are sold "as is, where is" with no warranty expressed or implied.

b. Purchaser is responsible for any damage resulting from accident, modification, misuse, abuse, neglect, unauthorized repairs/alterations, lack of or improper maintenance, pests/insects/animals, fire, weather or other natural causes (collectively "Damage"). Warranty will not be valid if Equipment was subject to Damage. Unless visually obvious and noted by Purchaser in writing and provided to BOXX's agent or truck driver at the time of Delivery, BOXX does not warrant that Equipment is or will be, free from mold, bacteria, fungus or other biological contaminants.

c. Warranty is subject to the following limitations:

i. BOXX will, acting reasonably, make all decisions regarding the Warranty, including validity, applicability and appropriate remedies;

ii. Warranty will not be valid unless Purchaser notifies BOXX within five (5) calendar days of noticing any issues with Equipment that may be covered by Warranty, and Purchaser must maintain Equipment, normal wear excepted;

iii. Warranty is limited to supply of parts and rates for non-union labor to remedy defective components, and all other expenses associated with Warranty work, including freight, travel expense, room and board and overhead must be paid by Purchaser. BOXX is not responsible for any actions, injuries, claims, liabilities, losses, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of any kind and nature whatsoever ("Claims") arising from defects except as set out in this Section.

## STANDARD LIMITED WARRANTY

BOXX Modular, Inc. ("BOXX") grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

**MANUFACTURER'S STANDARD LIMITED WARRANTY:** In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. In the case of a Lease Agreement, BOXX retains ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

**BOXX STANDARD LIMITED WARRANTY:** Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above-mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase Contract or Lease Agreement). ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.

**CLAIMS:** A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. A warranty service will be performed during daily routine business hours. BOXX will not pay for warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

**EXCLUSIVE REMEDIES:** The sole and exclusive remedies under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

**EXCLUSIONS FROM COVERAGE:** Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier, BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

**DISCLAIMER OF OTHER WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**NOTICE OF WARRANTY CLAIMS:** All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)

# modular project **PROPOSAL**

May 18, 2023

Project: NO.: 158173



## Hillside Board of Education

### 112'x60' Classroom



Cooperative Purchasing  
TIPS Awarded Contract #200902  
BOXX Modular, Inc.  
"Permanent Modular Buildings"  
(JOC)

Hillside, NJ

BOXX Modular, Inc. (Corporate Office)  
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | [BOXXModular.com](http://BOXXModular.com) | [ussales@boxxmodular.com](mailto:ussales@boxxmodular.com)

# **BOXX** MODULAR

Project No.: BXPA-158173  
May 18, 2023



modular project

# Pricing

This proposal is valid for 30 calendar days

## PURCHASE PRICING

Modular Delivered, Augured Footings, Installed, Aluminum HC Ramp, Steps, Canopy, Covered Walkway with Augured Footings, \$45,000 luxury vinyl tile allowance in purchase pricing, exterior finish per scope of work.

### Original Pricing

**\$1,752,996**

### Modernfold Partition Credit

**<\$356,661>**

**\$1,396,335**

Support structure, brackers by BOXX (included in credit) add

**\$21,600**

Preformance Bond

add

**\$16,904**

### Revised Total

**\$1,425,604**

The partiion credit includes labor and material for the partions separating the classrooms and at the time of the proposal the partion for the kitchen.. Brackets that is part of the track and partition system have been included. A separate contract and proposal for the labor and material will be forwarded due to the long lead time associated with the partition.

**Partition Under Separate Contract Labor and Material    \$280,563, includes performance bonding.**

*Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 30 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.*

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www.BOXXModular.com



Project No.: BXPA-158173

May 18, 2023

# modular project **BOXX Scope of Work**

BOXX Modular will provide labor and material for the following scope of work, and it is subject to final design:

## Modular Building:

- Provide New Jersey PE sealed drawings for the modular building, aluminum ramp, steps and deck. The authority having jurisdiction and any applicable local codes are excluded and changes may be provided upon notification and mutually acceptable change order.
- Manufacture a modular building from BOXX's Georgia manufacturing partner and deliver modular units to the site.
- Any trees, fences other obstructions must be removed prior to delivery.
- Install modular units by setting, leveling and completing exterior per local wind zones on an augured footing foundation.
- Install vented pressure treated plywood for Nichiha panel installation.

## Foundation:

- Provide labor and material for augured footings with modular manufacturer sealed plans based on factory provided point loads and owner provided geotechnical report. Augured footings have been provided beneath the partition storage area for added loads. All spoils to remain on site.

## Handicapped Ramp/Steps:

Install aluminum decks, ramp, handrails, awning and covered wall way on augured footings as follows:

- (1) 42' ADA/IBC Straight Ramp w/ 8' x 10'8" Platform and 42" ADA/IBC Steps
  - (1) 7' x 7' Canopy, W-pan Decking, Powder Coated Black for Step
  - (1) 9' x 12' Canopy W-pan Decking, Powder Coated Black for Platform
  - (1) 7' x 53' Canopy W-pan Decking, Powder Coated Black for Ramp Run
  - (1) 7' x 52' Custom Angled Canopy, W-pan Decking, Powder Coated Black
  - (1) 42" ADA/IBC Steps w/ 8' x 10'8" Platform
  - (2) 42" ADA/IBC Steps w/ 5'4" x 12' Platform
- NJ PE sealed drawings will be provided.

The canopy will be free-standing on support post with concealed gutters and will not attach to the school except at the final entrance. Note that other colors are available at an added cost. Final design and dimensions to be determined. Aluminum system is not fire rated. Existing parking surface to be used with no enclosure.

## Exterior Finish:

BOXX will provide labor and material as follows:

Skirting: Nichiha panel Vintage Brick, Alexandria Buff to a height of 48".

Siding: Hardie lap siding at corners and around window and doors per architect provided elevations.

## Mobilization/Site Supervision:

- On site supervision will be managed through a BOXX subcontractor who will report to a project manager assigned to the project. Provide dumpster, portable toilet and remove all debris from site. The building will be broom cleaned and debris removed.

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**BOXX**  
MODULAR

Project No.: 158173  
May 18, 2023

modular project  
**Owner's Scope of Work**

**HILLSIDE BOARD OF EDUCATION (Owner) must provide the following:**

- **Modular Building:** Review modular drawings provided by BOXX and review, comment and approve within one week of submittal by BOXX.
- **Building Permits:** Owner shall file and respond to comments as part of the building permit submittal. BOXX will provide assistance as needed.
- **Electrical:** The owner will connect to the exterior load center.
- **Plumbing:** All connections in the crawl space.
- **Fire Alarm, Data, CATV, Access Controls:** BOXX will provide empty junction boxes for low voltage wiring and devices by the Owner.
- **Kitchen and other Equipment:** See the specifications for what is owner supplied and installed.
- **Winter Conditions:** All snow and ice removal is the responsibility of the Owner.

*Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 30 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.*

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modular project

# Floor Plan

**FLOOR PLANS PROVIDED AS AN ATTACHMENT**

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Initials: \_\_\_\_\_

**BOX**  
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Project No.: 158173  
May 18, 2023

# modular project Specifications

## DESIGN

LOCATION: HILLSDALE, NJ  
SIZE: SEE FLOOR PLANS  
SHIPPING HEIGHT: 13'-10" NOMINAL  
OCCUPANCY: EDUCATION  
CONSTRUCTION: WOOD FRAME TYPE VB  
CODE: NEW JERSEY STATE APPROVAL  
ALL DESIGN DATA IS PER THE REQUIREMENTS OF ASCE/SEI 7  
STANDARDS,  
SEISMIC ZONE: "B" (SEISMIC DATA IS BASED ON SITE SOIL CLASS D "STIFF SOIL", RISK  
CATEGORY II  
WIND SPEED: 115 MPH WIND SPEED, ULTIMATE WIND SPEED, (VULT)  
3 SECOND GUST WIND SPEED, (VASD)  
SNOW LOAD: CODE  
FLOOR LOAD: 50 LB LIVE LOAD  
COLORS: BOXX STANDARD

## FRAME

TYPE: PERIMETER STEEL (M12X10) CROSSMEMBERS SPACED (AS REQUIRED)  
2"X3" WOOD SLEEPERS WILL BE UTILIZED BETWEEN ALL STEEL  
MEMBERS AND FLOOR DECKING.  
HITCHES: DETACHABLE  
TIRES AND AXLES: NEW TIRES, AXLE QUANTITY WILL BE CALCULATED AS REQUIRED

## FLOOR

BOTTOM: STANDARD BOTTOM BOARD MATERIAL  
DECKING: DOUBLE 5/8" FLOOR SHEATHING/DECKING  
FLOOR COVERING: ARMSTRONG CORLON COMMERCIAL ROLL-VINYL (RESTROOMS,  
JANITOR)  
LUXURY VINYL TILE SITE INSTALLED, SEE ALLOWANCE  
COVE BASE: 4" RUBBER COVE BASE, 6" VINYL RESTROOMS

## WALLS

FRAMING: 2X6 EXTERIOR/INTERIOR WALL HEIGHT 8'-0", DOUBLE TOP-PLATE ON  
EXTERIOR WALLS, AS REQUIRED  
INTERIOR WALLS: 5/8" VINYL COVERED DRYWALL  
FIBERGLASS REINFORCED PANEL ON GYPSUM (CLASS "C"), FULL  
HEIGHT, (RESTROOMS, KITCHEN)  
COLUMNS: (9) SUPPORT COLUMNS AS REQUIRED  
1/2" PLYWOOD BACKING ONLY: (EQ-23) SOAP DISPENSER MOUNTED 42" - 54" A.F.F.  
(EQ-24) TOWEL DISPENSER MOUNTED 42" - 54" A.F.F.  
(EQ-18) TRAY SHELF, BACKER MOUNTED 35" A.F.F.  
(EQ-27) DISH RACK, MOUNTED F TO 66" A.F.F.  
(EQ-28) DISH RACK, MOUNTED TO 66" A.F.F.  
ALL COMPONENTS SUPPLIED & INSTALLED BY OWNER

Initials: \_\_\_\_\_

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# modular project Specifications

## INTERIOR DOORS

### TYPE:

(10) 36"X80" SOLID CORE, FLUSH, IMPERIAL OAK  
(2) 72"X80", FLUSH DOOR  
BRONZE, STEEL REDI-FRAME  
(4) 6"X30" FIRE LITE VIEW GLASS (CLASSROOMS)  
(8) GRADE II (TELL BRAND) KEYED, JANITOR, STORAGE, CLASSROOMS  
(2) PUSH/PULL HARDWARE  
DOORSTOPS

## ROOF/CEILING

### FRAMING:

TRUSS SPACING @ 24" O.C.(UT14W) TRANSVERSE, (ENGINEERED)

### SHEATHING:

7/16" EPDM UNDERLAYMENT

### ROOF COVERING:

45 MIL EPDM

### RIDGE BEAM:

4-LAYER 28" HIGH

### CEILING HEIGHT:

8' ABOVE FINISHED FLOOR

### CEILING FINISH:

2'X2' T-GRID, VINYL COVERED TILE IN KITCHEN

### ROOF:

NO OVERHANG, SEE EXTERIOR SPECIFICATIONS

### ATTIC VENTILATION:

PER CODE

### CEILING FINISH:

7'-10" ABOVE FINISHED FLOOR

### RIDGE BEAM:

380 LF 4-LAYER 30" RIDGE-BEAM CONSTRUCTION:  
NO RIDGE BEAM OVER DOUBLE MATE LINE WALLS), 30" BEAM @25GSL. SPAN  
40' MAX - DESIGN ACCORDINGLY\*\*\*

{THIS BEAM WILL BE CONSTRUCTED FROM 4-LAYERS OF 3/4" STRUCTURAL  
GRADE PLYWOOD INSTALLED AS REQUIRED AND FASTENED AS PER  
APPROVED FASTENING SCHEDULE.}

PREP FOR ACCORDION DOORS ON SITE - (4) 2X8 ACROSS EACH MODULE R  
WIDTH (POST TO POST)

### ROLLING SHUTTER:

PREP FOR CUSTOMER INSTALLED ROLL UP DOOR. HEADER/CASED OPENING,  
BASED ON 4,000 POUND WEIGHT.

## PLUMBING

### SUPPLY:

CPVC

### DRAIN/WASTE LINES:

PVC

### LAVATORY:

(7) STANDARD WALL MOUNTED, METAL FAUCET WITH  
SLOAN EBF-650, 4" CENTER SET  
HAND WASH SINK @ H - FLOOR)

### HC PROTECTION:

HANDICAP SINK PROTECTION - SOCK FOR P-TRAP

### TOILETS:

(2) HC TOILET, FLUSH VALVE, OPEN FRONT SEAT

### URINAL:

(4) STANDARD ELONGATED

(2) WALL MOUNTED, FLUSH VALVE SLOAN EBV-200-A OR EQUAL

### WATER HEATER:

(6) FLUSH SENSOR, SLOAN EBV-200-A OR EUAL

(1) 40 GALLON, EXPANSION TANK

(1) 2.5 GALLON WATER HEATER IN CEILING FOR ART ROOM HAND WASH  
SINK, TEMPERED VALVE

### WATER FOUNTAIN:

(2) HI-LO WATER COOLER (HC), W/ BOTTLE FILLER

### MOP SINK:

(1) FLOOR MOUNTED, FAUCET (MSB-2424 OR EQUAL)

### FLOOR DRAINS:

(4) 7" MIFAB f1100C-FC (KITCHEN, RESTROOMS)

### PARTITIONS:

STEEL

### MIRRORS:

(6) 18"X36" SS FRAME (BOBRICK B-165)

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# modular project Specifications

GRAB BARS:  
STUB OUT:

TO CODE  
(1) (EQ-1), (EQ-2), (EQ-22), ART ROOM SINK  
HOT/COLD/DRAIN. HEIGHT TBD  
(1) (EQ-30/31) FLOOR SINK/GREASE TRAP ROUGH IN, SIZE TBD BY OWNER

## ELECTRICAL

LOAD CENTER:

(8) 125 AMP PANEL, EXTERIOR MOUNTED  
(1) 200 AMP PANEL, EXTERIOR MOUNTED

INTERIOR LIGHTS:

(72) 2'X4' T-GRID, LAY IN, LED

EXTERIOR LIGHTS:

(8) WALL PACK UPGRADE PORCH LIGHT, PHOTOCELL, LED

OCCUPANCY:

(16) WALL MOUNTED OCCUPANCY SENSOR

EMERGENCY LIGHT/SIGN:

(2) DUAL HEAD EMERGENCY LIGHTS (RESTROOMS)

(6) COMBO DUAL HEAD EXIT SIGNS

(6) EXTERIOR EMERGENCY LIGHT REMOTE HEADS

JUNCTION BOXES:

(10) 2"X4", 3/4" CONDUIT TO CEILING

RECEPTACLES:

110V AT APPROXIMATELY 12' OC

(8) 120V, 20 AMP

(8) 120V, TAMPER RESISTANT, DUPLEX

(4) 120V DEDICATED QUAD FOR VENDING

(7) GFI

(4) EXTERIOR GFI

(1) HEAT TAPE FOR PLUMBING IN CRAWL SPACE, HEAT TAPE LABOR  
MATERIAL BY OWNER

(1) (EQ-3) WALL MOUNTED: (120AMP), POWERED J-BOX, 208/60

(1) (EQ-4) WALL MOUNTED: POWERED J-BOX, (39AMP), 208

(1) (EQ-5) WALL MOUNTED: NEMA 5 -15P DUPLEX, (5.5AMP), 115/60/

(1) (EQ-6) WALL MOUNTED: NEMA 5 -15P DUPLEX, (2.3AMP), 115/60

(1) (EQ-8) WALL MOUNTED: NEMA 5 -15P DUPLEX, (2.2AMP), 115/60/

(1) (EQ-11) WALL MOUNTED: NEMA 5-15P DUPLEX, 6.78AMP), 120V

(1) (EQ-13) WALL MOUNTED, NEMA 5-15P DUPLEX, (1.6AMP), 115/60

(1) (EQ-14) WALL MOUNTED, NEMA 5-15P DUPLEX, (4.8AMP), 115/60/

(1) (EQ-15) WALL MOUNTED, NEMA 5-15P DUPLEX, (1.5AMP), 115/60

(1) (EQ-17) WALL MOUNTED, NEMA 5-15P DUPLEX, (12AMP), 120/60/1440W

(1) (EQ-10) WALL MOUNTED, NEMA L6-30 DUPLEX, (17.3AMP), 208/

(1) (EQ-25) WALL MOUNTED: POWERED J-BOX, (8.9 AMP), 115/

(1) (EQ-25) WALL MOUNTED: POWERED J-BOX W/ 30AMP FUSE (18.1AMP), 208/230/60

(1) (EQ-25) WALL MOUNTED: POWERED J-BOX, (25AMP), 115/1-PHASE.

ALL DEVICES ARE SINGLE PHASE

(4) WALL MOUNTED: BLANK J-BOX (FOR SITE INSTALLED PUSH BUTTON STATION -  
LOCATION A.F.F. TO BE PROVIDED BY END CUSTOMER.

(4) CARD READER: BLANK BOX @48" EACH SIDE OF EXTERIOR DOUBLE DOORS(ONLY),  
RAN TO OVERHEAD BOX - (BOX TO BOX) \*CUSTOMER TO PROVIDE

EXHAUST FANS:

(2) BROAN L 300

RACEWAY:

12-2 ROMEX, MC CABLE ABOVE CEILING

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**BOX**  
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Project No.: 158173  
May 18, 2023

# modular project Specifications

## HVAC

TYPE: (8) WALL HUNG, ELECTRIC 3 TON 10 KW, CRV (CLASSROOMS)  
COLOR: BEIGE CABINET  
SUPPLY DUCT: FIBERGLASS, 2'X2' ADJUSTABLE GRILLES  
RETURN DUCT: FIBERGLASS, 2'X2. FIXED GRILLES  
PLENUM CHASE WALL, DUCTED RETURN AIR TO THE HVAC UNIT  
THERMOSTAT: 7-DAY PROGRAMMABLE  
NOTE: NO COMMERCIAL RANGE HOOD HAS BEEN CONSIDERED AND IS EXCLUDED FROM THIS PROPOSAL. ANY COMMERCIAL EXHAUST OR HOODS IF REQUIRED ARE PROVIDED AND INSTALLED BY THE OWNER ON SITE AND MUST PROVIDE ITS OWN MAKE-UP AIR. NO HEAT GAINS OR LOSS HAS BEEN INTO ACCOUNT OVER ADDED KITCHEN EQUIPMENT.

## EXTERIOR FINISH

SHEATHING TYPE: 7/16" ZIP SYSTEM INTEGRATED WATER-RESISTIVE BARRIER AND CONTINUOUS AIR BARRIER}  
SIDING: SITE INSTALLED HARDIE PANEL AND HARDIE LAP SIDING, SIDING AT DOORS AND WINDOWS ONLY  
ROOF DRAINAGE: PARAPET WALL W/ COLLECTION BOXES/DOWNSPOUT  
COMMERCIAL ROOF DRAINS UTILIZED / DOWNSPOUTS ARE EXPOSED

## WINDOWS

SIZE: (12) 36"X60" VERTICAL SLIDING, WHITE, TINTED, LOW E, EGRESS  
EXTERIOR: BRICK MOLD TRIM  
HARDWARE: (8) GRADE I (TELL BRAND)  
(8) PANIC HARDWARE  
(8) STANDARD CLOSERS

## EXTERIOR DOORS

TYPE: (2) 72"X80" STEEL, STEEL FRAME, REMOVABLE MULLION  
(4) 36"X80" STEEL, STEEL FRAME  
STEEL SIZE: 18 GAUGE DOOR, 16 GAUGE FRAME  
GLAZING: (8) 6"X30" VIEW WINDOW  
HARDWARE: (8) GRADE I (TELL BRAND)  
(8) PANIC HARDWARE  
(8) STANDARD CLOSERS

## INSULATION

EXTERIOR WALLS: R-19 UNFACED  
INTERIOR WALLS: R-11 SOUND REDUCTION BATTS  
FLOOR: R-30 UNFACED  
ROOF: R-49 UNFACED

Initials: \_\_\_\_\_

Project No.: 158173  
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modular project  
**Toilet Accessories**

	TOILET ACCESSORIES	
KEY	KEY DESCRIPTION MAUFACTUER/ MODEL# NOTES	
F1	WALL MOUNT SINK SEE MEP	See BOXX Specifications for More Information
F2	TOUCHLESS FAUCET SEP MEP	See BOXX Specifications for More Information
F3	MIRROR BOBRICK B-165 1836 STAINLESS STEEL FRAME-SATIN FINISH	Included
F4	SURFACE MOUNTED SOAP DISPENSER N/A OWNER TO PROVIDE, G.C. TO INSTALL	Excluded
F5	SURFACE MOUNTED ELECTRIC HAND DRYER DYSON AIRBLADE V 307174-01 STAINLESS STEEL FINISH	BOXX can provide hard wired junction box but will need electrical loads, etc.
F6	WALL MOUNTED TOILET SEE MEP	Floor mounted, tank type, factory cannot provide wall mounted.
F7	SURFACE MOUNTED TOILET SEAT COVER DISPENSER BOBRICK SEAT-COVER DISPENSER B-221 STAINLESS STEEL	Excluded
F8	SURFACE MOUNTED TOILET TISSUE DISPENSER N/A OWNER TO PROVIDE, G.C. TO INSTALL	Excluded
F9	COAT HOOK & BUMPER BOBRICK B-212 INSTALLED CENTER ON INSIDE FACE OF RESTROOM DOOR. SEE MOUNTING HEIGHTS	Excluded
F10	18" GRAB BAR BOBRICK B-5806x18 STAINLESS STEEL-SATIN FINISH	Included
F11	36" GRAB BAR BOBRICK B-5806x-36 STAINLESS STEEL-SATIN FINISH	Included
F12	42" GRAB BAR BOBRICK B-5806x-42 STAINLESS STEEL-SATIN FINISH	Included
F13	TOILET PARTITION SCRANTON PRODUCTS HINY HIDERS PARTITIONS, PANEL HEIGHT 62"	Included, Brand is Factory Standard
F14	WALL MOUNTED URINAL SEE MEP	See BOXX Specifications for More Information
F15	URINAL PARTITION SCRANTON PRODUCTS HINY HIDERS PARTITIONS FLOOR SUPPORTED PARTITIONS FLOOR SUPPORTED	Included, Brand is Factory Standard

Please note that modular manufacturing uses pre-negotiated pricing on the majority of its components and using specific brands and models may result in pricing changes.



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modular project

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
<b>DIVISION 1 : GENERAL CONDITIONS</b>					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting			X
		Portable Toilets	X		
		Temporary Water & Power	X		
	1502	Site Cleanup/Dumpster	X		
	1700	Closeout/Acceptance		X	
	1900	Miscellaneous			
		Taxes		X	
		New jersey Prevailing Wage Scale for Union County	X		
		Safety and Security Access Requirements for Workers, TBD			X
		Project Terms of Payment	X		
		Invoicing Procedure	X		
<b>DIVISION 2 : SITE WORK</b>					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control	X		
	2660	Final Connection of Domestic Water Supply to Building Line (including modular seam crossover piping in ceiling),		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading		X	
		Seeding		X	
		Restoration		X	
<b>DIVISION 3 : Concrete (SITE ONLY)</b>					
	3300	Augured Footing Foundations	X		
<b>DIVISION 5 : Metals (SITE ONLY)</b>					
	5000	Decks/Landings/Ramps (Engineered Aluminum)	X		
<b>DIVISION 6 : WOOD &amp; PLASTIC (SITE ONLY)</b>					
	6670	Treated Wood Decks and Ramps			X
<b>DIVISION 9 : FINISHES (SITE ONLY)</b>					
	9650	VCT Flooring	X		
	9680	Carpet or Carpet Tile			X

Initials: \_\_\_\_\_

modular project

Project No.: 158173

May 18, 2023

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
<b>DIVISION 10: SPECIALTIES (SITE ONLY)</b>					
	10100	Marker/Chalk/Tack Boards			X
	10425	Signage/Braille		X	
	10520	Fire Extinguishers		X	
	10532	Awnings, Covered Walkway	X		
	10800	Toilet Accessories, See Specifications	X		
<b>DIVISION 13 : BUILDING (MODULAR BUILDING)</b>					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Augured Pier Footings	X		
		Dry-Stack Block on Augured Footings	X		
		Surface Bond Dry Stack			X
	13123	Set-up	X		
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Connector Corridors			X
		Fire Sprinklers			X
<b>DIVISION 16 : ELECTRICAL (SITE ONLY)</b>					
	16410	Connect Electrical Service from Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells		X	
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: \_\_\_\_\_

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# modular project **Schedule**

## Estimated Schedule

Award	Start
Modular Engineering	8 Weeks
Foundation Engineering	2 Weeks
Foundation	2 Weeks
Production	2-3 Weeks
Delivery and Installation	8-10 Weeks

Current production today has delivery approximately 3 - 4 months from time of contract and varies based on orders received since the completion of this proposal.

Supply chain issues have been affecting some material. The schedule is based on production at the time of order.

*Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award and may be subject to change orders throughout the Project. Project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.*

Initials: \_\_\_\_\_

**BOXX**  
**MODULAR**  
www.BOXXModular.com

Project No.: 158173

May 18, 2023

1. Unless otherwise specified, Proposal is valid for 30 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2. BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3. Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4. Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5. Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6. Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described.
8. Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9. BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10. TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11. INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12. START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13. Labor will be non-union at non-prevailing wages unless required by contract

Initials: \_\_\_\_\_

Project No.: 158173  
May 18, 2023

# modular project Exclusions

<b>X = Excluded</b>	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security ( <i>unless otherwise stated</i> )
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water ( <i>contractor will supply power source for own tools and equipment</i> )
	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel ( <i>foreman will supervise work unless other provisions are required per the contract</i> )
X	23. Costs associated with easement(s)

Initials: \_\_\_\_\_

Project No.: 158173

May 18, 2023

## modular project Site Requirements

### Site Requirements

X = Applicable	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 3,000 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
X	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

Initials: \_\_\_\_\_

Project No.: 158173

modular project  
**Proposal Acceptance**

This proposal is valid for 30 calendar days.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions,  
along with timely receipt of any contractually required down payment.

## Hillside Public Schools

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May 18, 2023

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Signature

Print Name

Acceptance Date

**BOXX Modular builds for you!**



Cooperative Purchasing  
TIPS Awarded Contract #200902  
BOXX Modular, Inc.  
"Permanent Modular Buildings" (JOC)

**BOXX**  
**MODULAR**  
[www.BOXXModular.com](http://www.BOXXModular.com)

**PURCHASE  
CONTRACT**

**CONTRACT NUMBER**

**BXPA-172124**

**CONTRACT DATE**

**June 1, 2023**

**BOXX  
MODULAR**

BOXX Modular, Inc., herein referred to as "BOXX".

This Purchase Contract ("Contract") includes the Cover Pages, the most recent BOXX proposal, the Terms and Conditions, and any BOXX attachments thereto.

**BILL TO:** Hillside Board of Education  
195 Virginia Street  
Hillside, New Jersey, 07205  
Charles Koch  
201/218-1523  
ckoch@env-nj.com

**P.O.**

**PURCHASE CONTRACT DETAILS**

**EXPECTED DELIVERY DATE:**  
Apr 30, 2024

**ACCOUNT MANAGER:**  
John Hale  
**PHONE:**  
(215) 779-7723  
**EMAIL:** jhale@boxxmodular.com

**PROJECT/SITE INFORMATION:** To be  
Determined

The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

**Hillside Board of Education - Hillside Partition**

DESCRIPTION OF EQUIPMENT/SERVICES	QTY	UNIT PRICE	TOTAL
Provide labor and material to install operable partition as per Scope of Work dated 06/01/2023	1	\$277,791.00	\$277,791.00
Performance Bond		\$2,772.00	\$2,772.00
<b>Total:</b>			<b>\$280,563.00</b>

**Total Amount: \$280,563.00**  
**Sales Tax (%): Exempt**  
**Contract Total: \$280,563.00**

**NOTES**

**ACCEPTANCE:** Upon acceptance of this Purchase Contract by the Purchaser, it shall become a binding contract subject to the attached general terms and conditions. Where BOXX is responsible for transportation and/or installation, the attached special terms and conditions for transportation and/or installation shall also apply.

Unless otherwise stated, prices exclude all sale taxes, property taxes, licenses, permits, and fees. Delivery and installation prices are based on the site being accessible, level and having adequate drainage. The customer is responsible for obtaining any building permits and securing local installation and foundation approvals.

**Sale Payment Terms:**

% of Purchase Price	Milestone Description	Payment Amount
	Performance Bond	\$2,772.00
33%	Downpayment for Engineering	\$92,597.00
33%	Completion of Field Measurement	\$92,597.00
33%	Upon Completion	\$92,597.00



<b>NOTICES FOR BOXX MODULAR, INC.:</b> BOXX Modular, Inc. Address: 717 Constitution Drive, Suite 100, Exton, PA 19341 Attention: BOXX Modular, Inc. Copy to Legal Department Fax: 403.237.6421	<b>NOTICES FOR CUSTOMER:</b> Hillside Board of Education Address: 195 Virginia Street, Hillside, New Jersey 7205 Attention: Dr. David Eichenholtz
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## ACKNOWLEDGEMENT

Notwithstanding anything to the contrary in this Contract, and in addition to the rights under the force majeure clause in the Terms and Conditions, BOXX Modular, Inc. and any of its affiliates, shall not be in default of any of its obligations hereunder, and shall not have any liability or be responsible for any claims or damages whatsoever incurred by the Purchaser, as a result of the non-performance or any delays in the performance of its service resulting from the unavailability of assets, resources, personnel, labor and support services caused by, directly or indirectly, the COVID-19 pandemic.

Notwithstanding anything to the contrary in this Contract, in the event that any amount is due to BOXX Modular, Inc. or any of its affiliates by the Purchaser or any of the Purchaser's affiliates, BOXX Modular, Inc. shall have the right of set-off against the Purchaser for that amount, whether such amount arises pursuant to this Contract, any other contracts between the Purchaser and/or the Purchaser's affiliates and BOXX Modular, Inc., BOXX Modular, Inc.'s affiliates or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

### Hillside Board of Education ("Purchaser")

Authorized Signatures:

Name: Dr. David Eichenholtz

Title: Business Administrator

Date:

Name: Kimberly Cook, President

Title: Board President, Hillside Board of Education

Date:

### BOXX Modular, Inc.

Authorized Signature:

Name: Heinz Joseph (Jody) Werner

Title: Vice President, MSS US

Date

Please sign and return this copy to your sales representative.

## PURCHASE CONTRACT - TERMS AND CONDITIONS

BOXX agrees to sell to Purchaser, and Purchaser agrees to purchase from BOXX the equipment, together with any carry-on options and ancillary equipment, and all other contents and furnishings (collectively, "Equipment") and provide transportation services, installation services, or other services, if any, (collectively, the "Services"), to Purchaser at the Site, in accordance with the agreed to Scope of Work attached hereto and incorporated herein, and the attached General Terms and Conditions of Proposal and Purchase Contract ("Terms and Conditions").

1. Used Equipment. Only to the extent that the Proposal includes the purchase of used Equipment, the following shall apply:

a. Purchaser specifically acknowledges and agrees that BOXX is selling and Purchaser is purchasing the Equipment on as "as-is, where-is" basis, except as expressly set forth in this Contract.

b. Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from BOXX, its agents, or brokers as to any matters concerning the Equipment, including without limitation: (i) the quality, nature, adequacy and physical condition of the property, including, but not limited to the structural elements, foundation, roof, appurtenances, access, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the property, (iii) the development potential of the Equipment, and the Equipment's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Equipment for any particular purpose, (iv) the zoning or other legal status of the Equipment or any other public or private restrictions on use of the Equipment, (v) the compliance of the Equipment or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the quality of any labor and materials used in any improvements on the Equipment, (vii) the condition of title to the Equipment, and (viii) the economics of any past or future operations of the Equipment.

2. Price. In consideration of BOXX furnishing the Equipment and Services described in the Proposal, the Purchaser shall pay to BOXX the price set out in this Contract, subject to such additions or deductions, which may hereinafter be agreed upon between the parties in writing. The price excludes all taxes, licenses, permits, bonds, and fees, unless otherwise stated in the Proposal. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Contract. BOXX shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to procure, costs to change suppliers, costs of manufactured equipment, or other costs of any kind resulting from the changes. In the event of such changes, Purchaser shall execute a Change Order in an amount commensurate with any actual, direct, and documented increased in material costs incurred as a direct result of such changes. BOXX's fee shall not be increased as a result of such cost increases. The price of all Services is based upon use of non-union labor and non-prevailing wage rates. If concealed conditions are found below the ground and are at variance with known conditions, per the approved drawings, there shall be an equitable adjustment made to the price by way of a written Change Order.

3. Payment.

a. The Purchaser shall pay to BOXX the price of the Equipment prior to the Delivery date, or sooner if otherwise stipulated in the Proposal. In no instance may the Purchaser occupy the Equipment until full payment has been made to BOXX, unless stated otherwise herein or agreed to in writing by BOXX.

b. The Purchaser shall pay to BOXX the price of the Services within thirty (30) calendar days of receipt of BOXX's invoice.

c. Interest at the rate of three percent (3%) per month shall be due from Purchaser on all past due invoices until paid, in addition to all costs incurred by BOXX to collect payment from Purchaser.

d. Payments from Purchaser shall be absolute and unconditional in all events and shall not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever. No charge for labor or material furnished by the Purchaser shall be allowed as a credit under this Contract unless authorized in writing by BOXX.

e. Payment shall be made to BOXX, or its assignee, at the address set forth herein.

4. Taxes. Unless otherwise specifically set forth in this Proposal and Contract, it is specifically agreed and understood between the parties that the price herein does not include any state or local taxes or any other government charges such as impact and tap fees. Any tax or other government charge upon the production, sale, use or shipment of the products sold, now imposed or hereinafter becoming effective shall be paid and remitted to the appropriate government agency by the Purchaser, or if any state or federal law does not permit payment and remission in such manner, said tax or other government charge shall be added to the Price and shall be paid by Purchaser to BOXX. If in accordance with Purchaser's direction, BOXX claims an exemption for taxes, Purchaser shall indemnify and hold BOXX harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by BOXX as a result of any action taken by BOXX in accordance with Purchaser's direction.

5. Delivery. BOXX estimates that the delivery of the Equipment described in Proposal will require the number of weeks of lead time, specified in the Proposal, after BOXX is in receipt of complete information and drawings approved by Purchaser, a building permit is issued by the governing authorities and satisfactory financial arrangements have been made. This estimate is subject to paragraph 6 of the Terms and Conditions of this Contract. Purchaser may, at Purchaser's option, disregard the permit issuance by local authorities and authorize BOXX to proceed with production of the Equipment, at Purchaser's full and sole risk. Should a permit not be issued at the time that the Equipment is ready for shipment to the Site, then Purchaser shall make progress payments to BOXX as if the Equipment had been delivered, less delivery charges specified in the Proposal.

6. Force Majeure. BOXX will not be in default of the performance of any of its obligations under this Contract if it is prevented from doing so due to an event beyond its reasonable control, including but not limited to acts of God, acts of war, terrorism, strikes, lockouts, civil disturbances, explosions, fires, floods, transportation disruptions, epidemics, pandemics, and weather conditions, but only to the extent and for the time period that performance of such obligation is so prevented. It is further understood and agreed that Purchaser will not hold BOXX responsible for liquidated damages or other damages which may be imposed upon Purchaser pursuant to any other contract Purchaser may have entered into with respect to which BOXX is not a party.

7. Purchaser Responsibilities. The Purchaser shall:

a. Be SOLELY RESPONSIBLE for any and all additional materials, labor, Site Preparation, utility connections and all other items on the project, other than those materials as specifically set forth herein as being BOXX's responsibility.

b. Ensure BOXX has free and clear access to the Site, ensure the Site is level and has adequate drainage.

c. Be solely responsible for compliance with building codes, for obtaining any type of building permits and licenses, and securing local installation and foundation approvals that may be required on the project, and for payment of state and local taxes which may be applicable to the sale covered by this Proposal and Contract, including tolls, ferry/tunnel charges, permissions and inspections. Any amounts for any such licenses, permits, costs, charges or taxes paid by BOXX will be invoiced to Purchaser.

d. Provide BOXX with reliable and accurate information regarding transportation, Site conditions, and access at least five (5) business days prior to the date Equipment is to be transported to Site.

e. Reimburse BOXX for all costs incurred in order to correct improper or inaccurately constructed Site access or foundations, to correct misalignment or inaccuracy in anchor bolts, walls footings, cutouts for doors, or other work.

f. Provide storage and be responsible for loss of or damage to materials if Site access, Site, and foundations are not ready or in accordance with the delivery provision contained in this Contract, and reimburse BOXX for all additional costs incurred by BOXX including, but not limited to, the cost of unloading, reloading, and hauling materials resulting from Purchaser's failure to perform this condition. Delay in completing foundation and inaccessibility of Site may necessitate rescheduling of the order for which BOXX shall not be responsible, and shall extend the period of performance by the period of delay. BOXX is not responsible for any loss or damage to Equipment during transportation, unless such loss or damage is noted in writing and provided to BOXX's agent or truck driver at the time of Delivery.

g. Unless otherwise specified, pay for additional expense caused by obstructions, either overhead or underground, demolition work, grading to bring the Site to level, or extra depth, or width of the concrete footing, foundations or excavations

caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans approved by any building department, or changes to the method of Site access.

h. The Purchaser warrants that it owns, or has the right to construct buildings on the property which the materials as described herein are to be delivered, constructed, or other work performed, and will designate to BOXX the location of the corner stakes of the property and will furnish the plat plan showing the boundary dimensions and angles of the property, and the proposed location of the Site of the building or other work to be performed together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements, and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. BOXX shall not be responsible for encroachments of any type. Purchaser warrants that said construction will not violate any zoning restrictions or other laws, and the Purchaser agrees to indemnify and hold BOXX harmless from all loss or damage which may result by reason of the construction of said building or other work done, or from any lack or defect of title in the Purchaser, or by reason of said construction violating any zoning restrictions or other laws. The soil bearing capacity shall be at least 3,000 pounds per square foot. The Purchaser is solely responsible for checking the property Site to assure that the Equipment and/or construction will not be in a "Fire District". Purchaser agrees to indemnify and hold BOXX harmless for any and all losses, damages, injury, expenses and costs, including court costs and attorney's fees, which arise out of this issue and/or for the placement of a building or construction in a "Fire District".

i. The Purchaser agrees not to interfere with the progress of the Work and not to occupy any portion of the Equipment until all terms and conditions herein are fulfilled by both parties. Purchaser further agrees that Purchaser cannot occupy the Equipment until the Work is completed or as per governing authorities' authorization where an occupancy permit, or similar type of permit, is required. Purchaser further agrees to not permit any workmen, other than those of BOXX, to work at or in the immediate vicinity of the building, without BOXX's written consent until BOXX's work on the building is completed. Should any workmen, or contractors or subcontractors of the Purchaser perform only such work, the Purchaser will furnish to BOXX in writing, their names, before such work is performed. The Purchaser agrees to pay BOXX for any damage that maybe caused by anyone other than workmen or subcontractors of BOXX, by means of disturbing or damaging concrete forms, grade finishing or any construction work in progress whatsoever.

#### 8. Indemnity and limitation on damages.

a. To the fullest extent allowed by law, the maximum liability of BOXX, its affiliated entities, and each of their respective directors, officers, employees, agents and contractors (collectively the "BOXX Parties") to Purchaser and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this Contract for any reason, shall not exceed the Contract Price.

b. All other remedies, unless expressly set forth herein, are hereby expressly waived by Purchaser, and Purchaser acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable.

c. Purchaser, for itself, and its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless the BOXX Parties, from and against any and all liability, damages, and costs of any kind, at law or in equity, arising directly or indirectly out of, or in connection with performance of the Work.

d. In the event, Purchaser shall receive notice of any claim, suit, or action for personal injury, death, or property damage, Purchaser shall provide prompt written notification thereof to BOXX. In the event of commencement of any suit, action, or proceeding, Purchaser shall immediately assume the defense of BOXX, at Purchaser's sole cost and expense and shall wholly indemnify the BOXX Parties, as provided herein.

e. All BOXX liability shall end upon expiration of the applicable warranty period.

f. In no event will BOXX be liable for interruption of business, loss of profits or revenues, cost of capital, downtime costs, increased operating costs, or any special, indirect, punitive, or consequential damages.

9. Assignment. The Purchaser agrees that it shall not assign or transfer this Contract or any part hereof or any amount payable hereunder, except with the prior written consent of BOXX and any attempt to do so shall be null and void and of no force or effect whatsoever.

#### 10. Insurance.

a. General Liability: In conjunction with Purchaser's obligations hereunder, Purchaser must at all times have commercial general liability insurance with coverage of not less than \$2,000,000 in aggregate and \$1,000,000 per occurrence. Such insurance policy must be primary and non-contributory; and name BOXX as Certificate Holder and an additional insured.

b. Other Insurance Requirements: Purchaser must ensure that: each insurance policy contains a waiver of subrogation in favor of BOXX, the insurer has a rating of no less than A- by the A.M. Best Rating Guide, and the insurer agrees to give BOXX at least thirty (30) days' prior written notice of cancellation of or changes to the insurance policy. Purchaser must provide BOXX with a Certificate of Insurance and endorsements prior to Delivery. Purchaser is responsible for payment of any insurance policy premiums and deductibles.

c. Unless otherwise set forth herein, the risk of loss of the Equipment will transfer to Purchaser upon the earlier to occur of payment in full of the Equipment or delivery of Equipment to Site.

11. Contract Documents. Expressly incorporated herein by reference thereto are the plans, Scope of Work and specifications relating to the materials specified in the General Terms and Conditions of Proposal and Purchase Contract.

12. Default. In the event any act or thing required of Purchaser hereunder shall not be done and performed in the manner and at the time or times required by this Contract, Purchaser shall thereby be held in default, and all amounts due under the terms and conditions of this Contract shall be payable immediately by Purchaser to BOXX, without demand by BOXX. In addition, Purchaser will reimburse BOXX for any legal fees and costs that become due as a direct result of Purchaser's default of this Contract, and Purchaser will pay to BOXX interest at the rate of three percent (3%) per month, on the price stipulated herein. Interest will be calculated from the date said default takes place, through and including the date of full and final payment.

13. No Waiver. The failure by BOXX to enforce at any time, or for any period of time, any of the terms of this Proposal and Contract shall not be a waiver of such terms and conditions or of BOXX's right thereafter to enforce each and every term and condition contained herein.

14. Entire Contract. Upon acceptance, this proposal, together with its terms and condition, shall constitute the entire contract between BOXX and Purchaser, there being merged all prior and collateral representations, promises and conditions in connection with this proposal; and any representations, promise or condition not incorporated herein shall not be binding on either party.

15. Title. Title to the Equipment will be conveyed to the Purchaser simultaneously with payment in full of the total price plus all applicable taxes.

16. Governing Law. This Contract shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved by a state or Federal Court of BOXX's choosing.

#### 17. Definitions.

a. "Change Order" means a written order signed by BOXX and Purchaser after execution of this Contract, indicating changes in the scope of the Work or schedule, including substitutions proposed by BOXX and accepted by Purchaser.

b. "Delivery" means the date that Equipment arrives at the Site.

c. "Site" means the geographical area of the project location.

d. "Work" means the Equipment and Services provided by BOXX in connection with this Contract.

18. General. Clerical errors contained herein are subject to correction.

19. Warranty: BOXX provides only the following "Warranty":

Equipment	Warranty	Warranty Period from Delivery
New Modules	Free from defects in workmanship and materials	1 year
Used Modules	None	None
Carry-on Options (if new)	Original manufacturer's warranty	Original manufacturer's warranty
Ancillary Equipment with manufacturer cost >\$500 (if new)	Original manufacturer's warranty	Original manufacturer's warranty

a. Warranties will be conveyed to Purchaser upon transfer of title of the Equipment, and Purchaser will deal directly with the manufacturer if a claim should arise. BOXX's liability is limited to replacing (but not dismantling and installing) defective parts on an exchange basis F.O.B. the manufacturer's factory. In the event that any defect is discovered by the Purchaser, notices of the defect shall be given to BOXX in writing and such notices must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Purchaser and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. There are no other warranties expressed or implied (including warranties relating to merchantability) except those stated herein. Under no circumstances shall BOXX be liable for consequential damages for any breach hereof. Used buildings are sold "as is, where is" with no warranty expressed or implied.

b. Purchaser is responsible for any damage resulting from accident, modification, misuse, abuse, neglect, unauthorized repairs/alterations, lack of or improper maintenance, pests/insects/animals, fire, weather or other natural causes (collectively "Damage"). Warranty will not be valid if Equipment was subject to Damage. Unless visually obvious and noted by Purchaser in writing and provided to BOXX's agent or truck driver at the time of Delivery, BOXX does not warrant that Equipment is or will be, free from mold, bacteria, fungus or other biological contaminants.

c. Warranty is subject to the following limitations:

i. BOXX will, acting reasonably, make all decisions regarding the Warranty, including validity, applicability and appropriate remedies;

ii. Warranty will not be valid unless Purchaser notifies BOXX within five (5) calendar days of noticing any issues with Equipment that may be covered by Warranty, and Purchaser must maintain Equipment, normal wear excepted;

iii. Warranty is limited to supply of parts and rates for non-union labor to remedy defective components, and all other expenses associated with Warranty work, including freight, travel expense, room and board and overhead must be paid by Purchaser. BOXX is not responsible for any actions, injuries, claims, liabilities, losses, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of any kind and nature whatsoever ("Claims") arising from defects except as set out in this Section.

## STANDARD LIMITED WARRANTY

BOXX Modular, Inc. ("BOXX") grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

**MANUFACTURER'S STANDARD LIMITED WARRANTY:** In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. In the case of a Lease Agreement, BOXX retains ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

**BOXX STANDARD LIMITED WARRANTY:** Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above-mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase Contract or Lease Agreement). ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.

**CLAIMS:** A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. BOXX will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

**EXCLUSIVE REMEDIES:** The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

**EXCLUSIONS FROM COVERAGE:** Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier, BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

**DISCLAIMER OF OTHER WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**NOTICE OF WARRANTY CLAIMS:** All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)

Project No.: BXPA-171496

June 1, 2023

## modular project Operable Partition

BOXX Modular will provide labor and material for the partition separating the classrooms. A credit for the kitchen partition has been provided from the original pricing. Supports and brackets that is part of the track and partition system have been included in the modular proposal. Scope and specifications as follows:

6 Modernfold AS-932 Legacy Paired Panel manually operable partitions.  
Two walls @ 21'-5" x 8'-6", Two walls @ 21'-5" x 8'-6", Two walls 35'-0" x 8'-6",  
One wall @ 33'-0" x 8'-6"  
Sound rating 52 STC, steel panel skins  
Fixed top sweeps, manual crank bottom seals  
Expandable panel closure with adjustable bottom sweeps  
Full height marker board panel finish  
Vinyl finish for expanders and jambs  
#17 HD steel track and trolley system  
11 pounds per square foot hanging weight  
Delivery and installation included

**\$280,563**

BOXX Modular Inc.  
717 Constitution Drive, Suite 100,  
Exton, PA 19341  
USA



Tel: Fax:

INVOICE

DRAFT

Invoice To:  
**Hillside Board of Education**  
195 Virginia Street  
Hillside NJ 07205  
USA

Number **BXPA 45001388**  
Date: 06/01/2023  
Terms: NET 30  
Due Date: 07/01/2023  
Project: BPA00185

Contact: David Eichenholtz  
Ref: BXPA-172124

Serial No.	Description	Qty	From	To	Rate/Price	Total
	Performance Bond	1			\$2,772.00	\$2,772.00
	33% Downpayment for Engineering	1			\$92,597.00	\$92,597.00
Location: 614 Tillman Street Hillside NJ 07205 USA						<b>Subtotal</b> <b>\$95,369.00</b>
Remarks: ** This invoice is for review purposes. Official invoice will be provided when contract has been executed.						Total Tax \$0.00
						<b>Total</b> <b>\$95,369.00</b>
						<b>Applied amount</b> <b>\$0.00</b>
						<b>Amount Due</b> <b>\$95,369.00</b>

If you have any questions or concerns regarding this document please contact:

Name: Cecilia Sidlowski  
Phone:  
Fax:  
Email: csidlowski@boxxmodular.com

**Please make check payable to:**

Boxx Modular Inc - Receivables  
PO Box 675103  
Dallas, TX 75267-5103  
USA  
Or Send EFT remittances to accounting@boxxmodular.com

**Hillside Public Schools**  
**Board Approval for Training and Seminars, Conventions and Conferences**  
**Board Meeting: June 29, 2023**

Attachment ED#1-06/23

Staff Attending/School	Conference Title	Dates Location	Anticipated Reimbursement* (Source)	Purpose+	Date of Request	Date of Board Approval
* Expenses may exceed state and federal reimbursement guidelines + How will this activity promote the delivery of instruction, improvement of curriculum, or further district goals?						
Theresa Oweifie	CPR Recertification Training	June 20, 2023 University Hospital Newark, NJ	Registration \$92.00 NEED ACCOUNT #	Nurse CPR Recertification Training	06/7/23	06/29/23
Jill Comerchero	Online AP English Literature + Composition	June 26 – June 30, 2023 Saint Joseph's College of Maine  Online	Registration \$760.00 11-190-100-320-02-00	Online training provides skills and certification necessary to teach AP English-Literature & Composition	05/31/23	06/29/23
William Powers	Curriculum Writing	June 26 - June 27, 2023 NVCC Demarest, NJ	Registration Transportation	Participate in professional learning that will facilitate curriculum writing	06/9/23	06/29/23
Rita Della Valle	ISTE Conference	June 28, 2023 Pennsylvania Convention Center Philadelphia, PA	Transportation \$111.95 NEED ACCOUNT #	The latest innovation in technology will be available for providing information	06/9/23	06/29/23
Marc Aranguren	Principles of Engineering Update Training	The month of July 2023 Online	NO COST	Required Update training to the Project Lead the Way Principles of Engineering Course	06/15/23	06/29/23
Richard Corritore	Online Music Theory – AP	July 10 - 13, 2023 Rutgers University	Registration \$900.00 Online	Course for AP Certification and to learn how to set up	05/31/23	06/29/23

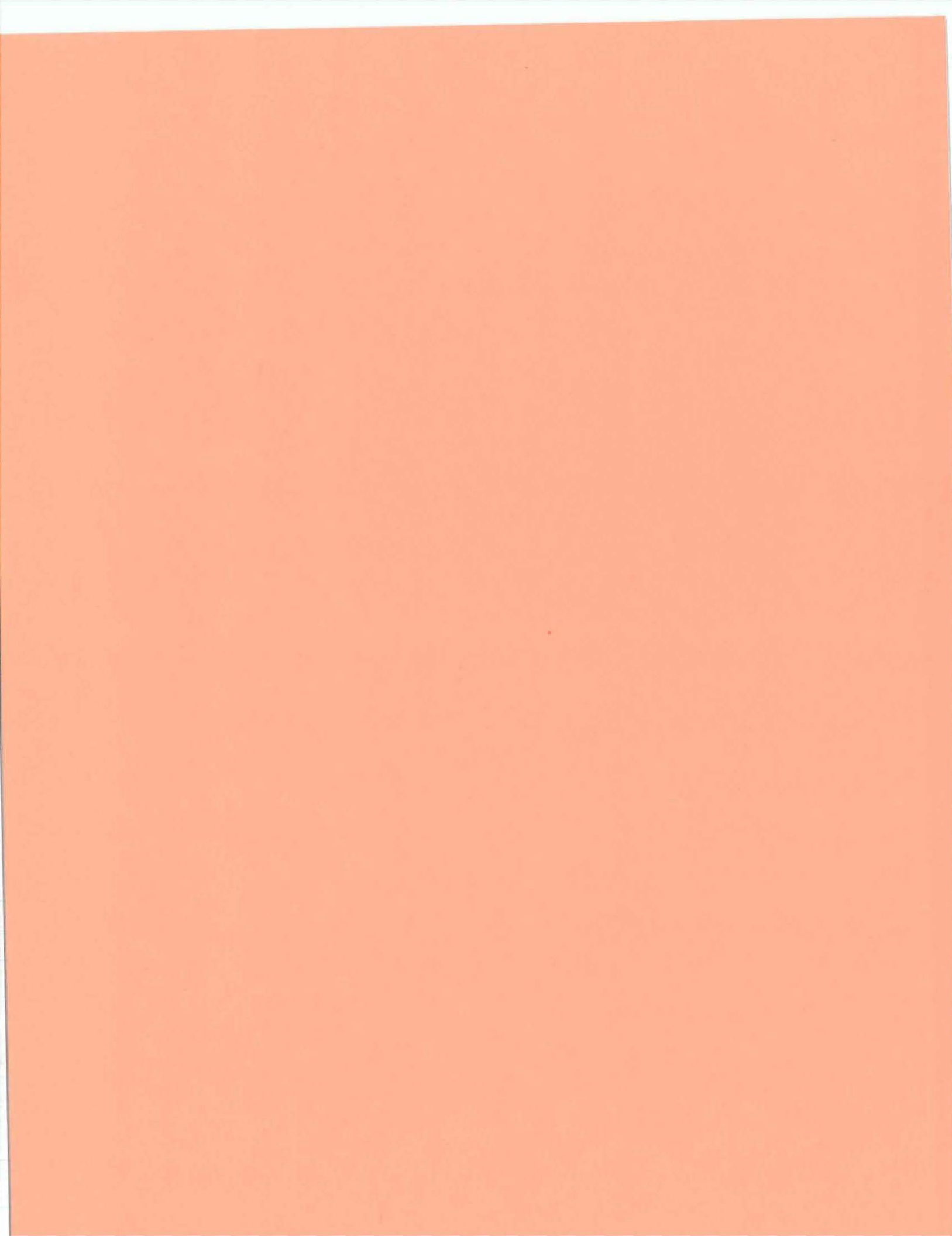
Underlining indicates additions since first sent to the board.



**Hillside Public Schools**  
**Board Approval for Training and Seminars, Conventions and Conferences**  
**Board Meeting: June 29, 2023**

		New Brunswick, NJ	NEED ACCOUNT #	the class for college board approval		
Noreen Deutsch	Online AP English Literature + Composition	July 11- 24, 2023	Registration \$730.00 11-190-100-320-02-00	Online training provides skills necessary to teach AP English-Literature & Composition	05/31/23	06/29/23
Paul Skelton	Online Project Lead the Way Principles of Biomedical Science	July 24 - August 4, 2023	Registration \$2400 11-000-240-340-02	Required training for PLTW Principles of Biomedical Science course	05/31/23	06/29/23
Dr. D. Eichenholtz	The Science of Learning	November 17-19, 2023 The Westin Coley Place Boston, MA	Registration \$599.00 Transportation \$.655 / mile Meals \$197.00 (\$79 + 2 x 59) Accommodations: \$370 (\$185 x 2 nights)  NEED ACCOUNT #	To explore how the mind, brain, and body are interconnected for learning, memory, brain health, and well-being.	06/14/23	06/29/23

Underlining indicates additions since first sent to the board.



**Special Education Request  
Related Services/OOD Placements**

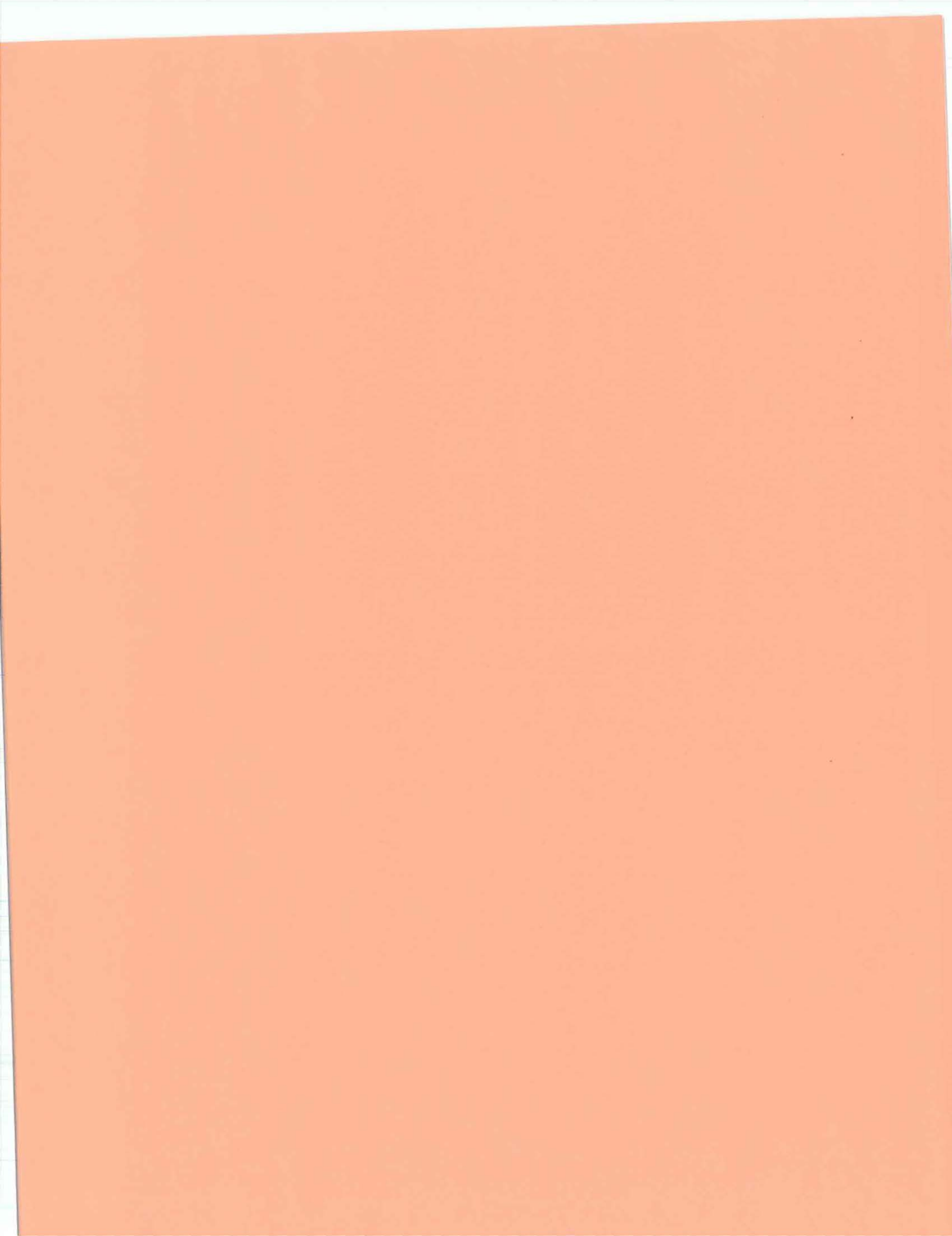
**ED#2-06/23**

<b>OUT OF DISTRICT PLACEMENT REQUEST</b>					
<b>School/Placement</b>	<b>Student</b>	<b>Tuition</b>	<b>Term</b>	<b>Extraordinary Service</b>	<b>Days</b>
The Deron School of New Jersey	2434672282	\$79,346.40	2023-2024		210
Montclair, NJ	6221052023	\$79,346.40	2023-2024	\$20,475.00	210
	3964802661	\$79,346.40	2023-2024		210
	7307724203	\$68,011.20	2023-2024		180
	2238247381	\$79,346.40	2023-2024		210
	8483660608	\$79,346.40	2023-2024		210
	8665241217	\$79,346.40	2023-2024		210
	4615462531	\$79,346.40	2023-2024		210
The Deron School of New Jersey	7287057851	\$68,011.20	2023-2024		180
Union, NJ					
FedCap School	4622420323	\$9,826.29	2022-2023		23
West Orange, NJ					
East Mountain School	6603476843	\$86,165.10	2023-2024		210
HMH, Carrier Clinic					
Belle Mead, NJ					
Celebrate the Children	7200563801	\$8,620.00	2022-2023		20
Denville, NJ	7200563801	\$77,085.00	2023-2024		180
First Children Services	8228381410	\$74,925.00	2023-2024		185
Fanwood, NJ	6051696468	\$88,695.00	2023-204	\$35,040.00	219
	7382419050	\$88,695.00	2023-2024		219
NJ Institute for Disabilities	6267055816	\$115,105.20	2023-2024		210
Lakeview School	1495175354	\$115,105.20	2023-2024		210
Edison, NJ					
St. Joseph's School For the Blind	1460036347	\$106,518.30	2023-2024		210
Jersey City, Nj					

## ED#2-06/23

[illegible]

Page 2



# New Jersey Department of Education

## School Self-Assessment for Determining Grades under the *Anti-Bullying Bill of Rights Act*

**2021-2022 District and School Grade Report  
Hillside Public School District (39-2190)**

**\*\*\* Official Release \*\*\***



**District and School Grade Report  
2021-2022**

\*\*\* Official Release \*\*\*

\*\*\* Official Release \*\*\*

**District Grade: 70**

<b>HIB Programs, Approaches or Other Initiatives (MAX=15)</b>	<b>Training on the BOE-Approved HIB Policy (MAX=9)</b>	<b>Other Staff Instruction and Training Programs (MAX=15)</b>	<b>Curriculum and Instruction on HIB and Related Information and Skills (MAX=6)</b>	<b>HIB Personnel (MAX=9)</b>	<b>School-Level HIB Incident Reporting Procedure (MAX=6)</b>	<b>HIB Investigation Procedure (MAX=12)</b>	<b>HIB Reporting (MAX=6)</b>	<b>School Grade (MAX=78)</b>
<b>Hillside High School (050)</b>								
12	7	13	5	9	6	12	6	<b>70</b>
<b>Deanna G. Taylor Academy (060)</b>								
13	8	15	5	9	5	12	5	<b>72</b>
<b>Hurden Looker School (080)</b>								
13	9	14	5	8	6	12	6	<b>73</b>
<b>Walter O. Krumbiegel Middle School (085)</b>								
14	9	14	6	9	5	10	6	<b>73</b>
<b>Abram P. Morris Early Childhood Center (090)</b>								
9	5	12	5	8	5	11	4	<b>59</b>
<b>Ola Edwards Community School (110)</b>								
13	7	15	6	9	6	12	6	<b>74</b>



STATE OF NEW JERSEY

# DEPARTMENT OF EDUCATION

A Memo from the New Jersey Department of Education

Date: April 26, 2023  
To: Local Educational Agency Leads  
Route To: Principals, Anti-Bullying Specialists, Anti-Bullying Coordinators  
From: Kathy Ehling, Assistant Commissioner  
Division of Educational Services  
Deadline: May 10, 2023

## School District and School HIB Grades Required by the *Anti-Bullying Bill of Rights Act*

The official school and district harassment, intimidation, and bullying (HIB) grade reports, as required under the *Anti-Bullying Bill of Rights Act* (P.L. 2020, c. 122), are now available for public release.

### Key steps/actions

1. School districts must access their official HIB Grade Reports dated April 26, 2023, through the HIB Grades application on the New Jersey Department of Education's (NJDOE) [Homeroom webpage](#). Directions for accessing the reports can be found in the Guidance document on the [Commissioner's Program for Determining Grades' website](#).
2. Districts and schools are required to post the official reports on their websites by **May 10, 2023**.
3. District officials must review the district and school grades at a public board of education meeting.

The Commissioner's Program for Determining Grades under the *Anti-Bullying Bill of Rights Act* should be part of an integrated process to strengthen school climate and culture through prevention and intervention that addresses harassment, intimidation, and bullying. District and school staff are encouraged to use the data to educate staff and the community about current school practices and engage them in identifying and addressing areas for improvement.

Additional resources for districts and schools to utilize regarding school climate can be found in the [School Climate Strategy Resource Guide](#). This strategy resource guide was created as a companion to the New Jersey School Climate Improvement Survey (NJ SCI) which is a valid and reliable, no-cost school climate survey that is available to all public schools in New Jersey. For more information on how the NJ SCI survey can help your school district assess their school climate in an effort to make data-driven decisions on program implementation, visit the [NJ SCI Survey Platform](#).

See the [Commissioner's Program for Determining Grades website](#) for information on:

- Accessing and interpreting the grades;
- Board of Education public meeting requirements; and
- School and district website posting requirements.

If you have questions, contact either your [County Office of Education](#) or email [HIBGrades@doe.nj.gov](mailto:HIBGrades@doe.nj.gov).

c: Members, State Board of Education  
NJDOE Staff  
Statewide Parent Advocacy Network  
Garden State Coalition of Schools  
NJ LEE Group





# HILLSIDE

## NONPUBLIC PUBLIC LAW 1977 CHAPTERS 192-193 AGREEMENT 2023-2024

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **BOARD OF EDUCATION OF HILLSIDE** in the County of Union, New Jersey (hereinafter the "Board"); and the **UNION COUNTY EDUCATIONAL SERVICES COMMISSION** (hereinafter the "Commission"), located at 45 Cardinal Drive, Westfield, NJ 07090

### WITNESSETH:

In the consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Education Program.** The Board agrees to purchase the auxiliary and handicapped services pursuant to P.L. 1977, Chapters 192-193 from the Commission.

The Commission agrees to provide the auxiliary and handicapped services to those eligible students identified in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education and the policies of the Board of Directors of the Commission.

The auxiliary and handicapped services to be provided are limited to P.L. 192 Compensatory Education, English-As-A-Second Language, Transportation and Maintenance, Home Instruction. P.L.193 Supplementary Instruction, Speech Correction and Examination and Classification for eligible pupils.

The Commission will provide the following:

- a) Pupil Identification Process
- b) Child Study and Speech Pupil Evaluation
- c) Development of required service plans (Speech-Language, Supplementary Instruction, ISIP)
- d) Instructional Equipment, Facilities and Specialized Instruction Supplies and Materials.
- e) Staff Development, Observation and Evaluation(s) per law.
- f) Supervision and Administration required for the implementation of services and programs.

The Commission shall complete all State required reports including the nonpublic auxiliary and handicapped report and provide data for project completion reports for the review of the Board.

The Board shall require that schools forward all State mandated reports, forms and pupil applications directly to the Commission offices.

2. **Term.** This Service Agreement shall be in effect from the date of adoption by the Board until June 30, 2024, unless terminated sooner as provided herein.

3. **Payment of State Aid.** The Board, as consideration for the education program, shall transmit State Aid payments to the Commission based on monthly billing statements for services to eligible students.

The Board agrees to pay monthly based on the funding sheets of the State Department of Education and actual services rendered. Billing shall commence in September and shall continue for nine (9) successive months. The Commission shall adjust the monthly billing statements to reflect approved additional funding and actual state aid for that month. The Commission shall at no time bill more than the approved State Aid.

The annual billing charge for each eligible pupil provided services in compensatory education, speech, English as a Second Language, shall be based on approved State Aid figures and listed on Schedule A of

this Agreement when provided by the Department of Education.

Eligible student and service verification shall be provided to the Board by computer printout included as part of the monthly billing and project completions report information. 407-1's will be sent with the project completion report at the end of the year.

The Commission shall refund State Aid received from districts in excess of that permitted to be expended based on service request received to districts by June 30th of each year.

The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents and guardians, and the local school district to insure effective articulation.

4. **School Year.** The Commission, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the Board that the Commission's school year and school calendar may not coincide with the school year of calendar of the Board. A copy of the Commission's school calendar shall be furnished to the Board by the Commission on or before September 1<sup>st</sup> of the school year. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons.

Student instructional services shall be scheduled for:

- a) A minimum of thirty (30) minutes per week of compensatory education.
- b) A minimum of thirty (30) minutes per week of E.S.L. instruction.
- c) A minimum of thirty (30) minutes per week of speech instruction.
- d) A minimum of thirty (30) minutes per week of supplementary instruction.

5. **District Authorizations**

The Board authorizes parents or nonpublic schools to submit student applications directly to the Commission.

The Board authorizes the Commission to verify eligibility and complete the disposition section of the student application

The Board authorizes the Commission Superintendent to sign the disposition section of the student application.

The Board authorizes the Commission to maintain electronic files and to make those files available to district personnel as needed via a secure password.

The Board authorizes the Commission to list the Director of Nonpublic School Services as the contact person on services plan instead of the District's Director of Special Services.

The Board authorizes the nonpublic schools to hold student assessment results and/or other educational documentation (standardized test results, portfolio, etc) and will make this information available to districts, the Commission, or NJDOE when requested.

6. **Staff.** The Commission shall employ all staff required to provide the educational programs and services identified in this agreement. The Commission shall ensure that all staff have the appropriate certifications and are employed in accordance with all rules and regulations of the New Jersey Department of Education.
7. **Facilities.** The Commission shall provide instructional trailers or mobile classrooms as needed. Whenever possible, instruction will take place in the nonpublic school.

8. **Records.** The Commission shall maintain all student records and shall provide the names of students and new student applications to the Board with the monthly billing statements. The Commission shall also make said records available to the Board in electronic media whenever possible.
9. **Administration.** The Commission shall provide all administrative staff required to manage and evaluate the staff and services provided. The Commission shall ensure that all administrative staff are properly certified and employed in accordance with all rules and regulations of the New Jersey Department of Education.
10. **Application Documents and Procedure.** Enrollment in the education programs is based upon State eligibility requirements.
11. **Insurance.**
  - A. The Commission, at its sole cost and expense, shall provide and maintain at all times during the term of this Agreement, general public liability insurance and property damage insurance, naming the Board as an additional insured against claims arising out of the education program, and shall keep on deposit a certificate or other evidence that such insurance is in full force and effect and that all premiums have been paid. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey, and shall provide coverage of at least \$100,000.00 for property damage \$300,000.00 for the injury or death of one person, and \$1,000,000.00 for injuries and death arising from one accident. The above policies for public liability and property damage insurance shall include contingent liability and contingent damage insurance protecting the Commission and the Board against claims arising from the operations of all independent contractors.
  - B. The party to this Agreement which shall be responsible for the furnishing of pupil transportation shall require each vendor providing transportation to provide and maintain, at the vendor's sole cost and expense, at all times during the term of this Agreement, automobile and public liability insurance, naming the Commission and the Board as additional insured against claims arising out of the use of all automobiles or other motor vehicles for the transportation of pupils for the special education classes, and the party to this Agreement responsible for the furnishing of such transportation shall keep on deposit with the other party a certificate of insurance or other evidence that such insurance is in full force and effect and that all premiums have been paid therefore. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey and shall provide coverage of at least \$100,000.00 for property damage, \$300,000.00 for the injury or death of one person, and \$1,000,000.00 for injuries and death arising from one accident.
12. **Independent Contractor.** The Board is not an agent of the Commission. The Board shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent contractor under this agreement, and no employee, officer or director of the Board shall have the authority to bind the Commission by any representation, warranty or agreement unless specifically authorized in writing by the Commission and Board employees shall not be deemed or treated as employees or agents of the Commission.
13. **Indemnification.** The Board shall defend, indemnify, protect and save and keep harmless the Commission, its successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by or arising out of the education program, the classification or placement of each pupil, including but not limited to claims by the New Jersey State Department of Education, pupils enrolled in the special education classes, or the parents of such pupils.
14. **Default.** The failure of the Board to cure or remedy a default, within ten (10) days after written notice of the default has been given, shall be deemed an uncured default. This Agreement may, at the option of the Commission, be terminated upon the occurrence of any uncured default or in the event the Board becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a trustee or receiver is appointed for the Board, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Board.

15. **Compliance with Governmental Laws.** Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.
16. **Execution of Documents.** The parties agree to execute this and any other documents that may be necessary to affect the intent and purpose of this Agreement.
17. **New Jersey Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.

This contract is further subject to the rules and regulations of the State of New Jersey as to programming and services provided. The Commission shall not be liable for delays or termination of services by reason of actions by the State of New Jersey or the State Department of Education, which results from the withdrawal of funding, facility state approval, or lack thereof.

18. **No Waiver.** No provision hereof may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed or deemed to be an estoppel or waiver in the future of any such term or provision, but the same shall continue in full force and effect.
19. **Benefit.** This agreement shall bind the parties hereto, their successors and assigns.
20. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if served personally or sent by registered or certified mail, return receipt requested, to a party at the address set forth below. Notice by mail shall be deemed given when deposited at a United State Post Office with postage prepaid thereon, addressed as follows:

Union County Educational Services Commission  
45 Cardinal Drive  
Westfield, New Jersey 07090  
Attn: Business Administrator

21. **Entire Agreement.** This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
22. **Amendments.** No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
23. **Severability.** The provisions of the Agreement shall be deemed to be severable. If any provision herein is adjudged to be invalid or unenforceable, by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed amended to conform to law, and it shall not affect the validity of any other provision herein, but such other provision shall remain in full force and effect.

**ACCEPTED AND APPROVED:**

HILLSIDE BOARD OF EDUCATION  
\_\_\_\_\_  
(Please Print Board of Education Name)

UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION

\_\_\_\_\_  
KIMBERLY COOK , Board President Date

\_\_\_\_\_  
Lorraine Aklonis, Board President Date

\_\_\_\_\_  
DR. DAVID EICHENHOLTZ , Board Secretary Date

\_\_\_\_\_  
Eric Larson, Board Secretary Date

**UNION COUNTY  
EDUCATIONAL SERVICES COMMISSION**

**SCHEDULE A**

**PUBLIC LAW 1977 CHAPTERS 192-193  
2023-2024**

Per pupil costs will be based on rates published by the state which typically occurs in August.







**HILLSIDE PUBLIC SCHOOLS**

**2023-2024**

**RESOLUTION FOR NEW JERSEY  
NONPUBLIC SCHOOL TECHNOLOGY INITIATIVE PROGRAM**

WHEREAS, the New Jersey Nonpublic School Technology Initiative Program has been authorized for Fiscal Year 2023 and 2024.

WHEREAS, funding for the Nonpublic School Technology Initiative Program shall be paid to school districts and allocated for nonpublic school pupils at the state aid rate per pupil in a manner that is consistent with the provisions of the federal and state constitutions, and

WHEREAS, said program requires the Board of Education in each public school district in New Jersey to provide technology to all students attending a nonpublic school located in the public school district, and

WHEREAS, it is the responsibility of the chief school administrator of the public school district or designee (UCESC) to confer with the administrator of each participating nonpublic school within the district to advise the nonpublic school of the limit of funds available and to agree upon the technology to be provided to the nonpublic school within the limits of the funds that are available for the nonpublic school, and

WHEREAS, it is the responsibility of the public school district to send written verification that conferences were held with each nonpublic school administrator to the County Superintendent, along with a copy of each agreement, and

WHEREAS, it shall be the responsibility of each public school district to provide the agreed upon technology which may include equipment, software, professional development and/or maintenance of equipment, and

WHEREAS, the Union County Educational Services Commission has agreed to administer the responsibilities associated with this program for the purpose of greater cost effectiveness through joint purchasing and centralized administration,

NOW, THEREFORE, BE IT RESOLVED that the Hillside Board of Education enter into an agreement with the Union County Educational Services Commission, whereby the Commission will administer the Nonpublic School Technology Initiative Program for nonpublic schools located within its boundaries for the 2023-2024 school year; and

U.C.E.S.C. will bill the Public School District for services rendered to the nonpublic school including a 5% administrative fee. In the event a Public School District fails to remit funds to the U.C.E.S.C. within the schedule set forth, the U.C.E.S.C. shall have the right to give notice of discontinued services.

# HILLSIDE PUBLIC SCHOOLS

2023-2024

## NEW JERSEY NONPUBLIC TECHNOLOGY INITIATIVE PROGRAM AGREEMENT

THIS AGREEMENT made this first day of July 2023, between the Union County Educational Services Commission, having its principal office at 45 Cardinal Drive, in the Town of Westfield, County of Union, and State of New Jersey, hereinafter referred to as U.C.E.S.C., and the HILLSIDE Board of Education having its principal office at 195 VIRGINIA STRET, HILLSIDE, NJ 07205, County of Union, and State of New Jersey hereinafter referred to as the Public School District.

WHEREAS, the U.C.E.S.C. by the authority of its Board of Directors, acting on approval of the State Board of Education, is capable of administering the Nonpublic School Technology Initiative Program; and

WHEREAS, the U.C.E.S.C. services are in accordance with the New Jersey Nonpublic School Technology Initiative Program, and the Rules and Regulations governing same to nonpublic schools; and

WHEREAS, the Public School District is under an obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to the specified New Jersey Nonpublic School Technology Program; and

WHEREAS, the Public School District has by Resolution of its Board agreed to contract with the U.C.E.S.C. to provide said services pursuant to said legislation and serve as the district designee:

NOW, THEREFORE, the parties hereto agree as follows:

- I. The terms and conditions of this Agreement shall be in effect from July 1, 2023 through and including June 30, 2024.
- II. The U.C.E.S.C. will fulfill the following responsibilities on behalf of the Public School District within the limitations of funds;
  - A. Confer with the nonpublic school administrator(s) to determine the technology to be provided and the limit of funds available;
  - B. Develop an agreement between the Board of Education and each nonpublic school describing the Technology that will be provided;
  - C. Provide the agreed upon Technology which may include purchasing equipment, software, professional development and/or maintenance of equipment;
  - D. Insure the equipment is labeled as property of the public school district and maintain an inventory of same;
  - E. Enter into an agreement with the nonpublic school(s) that they will store the equipment at the end of the school year at no cost to the public school district. When the equipment is no longer required, it will be returned to the public school district. Only the public school district may dispose of such equipment in accordance with the "Public School Contracts Law";
- III. The Public School District agrees to forward one copy of the minutes of the board meeting, where the Nonpublic School Technology Initiative Program Plan (attached Appendix A) is approved, with a copy of the Plan sent to the County Superintendent of Schools and the Union County Educational Services Commission immediately following its board meeting.

- IV. U.C.E.S.C. will bill the Public School District for services rendered to the nonpublic school including a 5% administrative fee. In the event a Public School District fails to remit funds to the U.C.E.S.C. within the Appendix A set forth, the U.C.E.S.C. shall have the right to give notice of discontinued services.

IN WITNESS WHEREOF, the Board of Directors of the Union County Educational Services Commission and the HILLSIDE Board of Education, have by Resolution directed their respective Presidents and Secretaries to set their signatures and affix their seals. A certified copy of the Public School Resolution is annexed hereto.

**ACCEPTED AND APPROVED:**

HILLSIDE BOARD OF EDUCATION

(Please Print Board of Education Name)

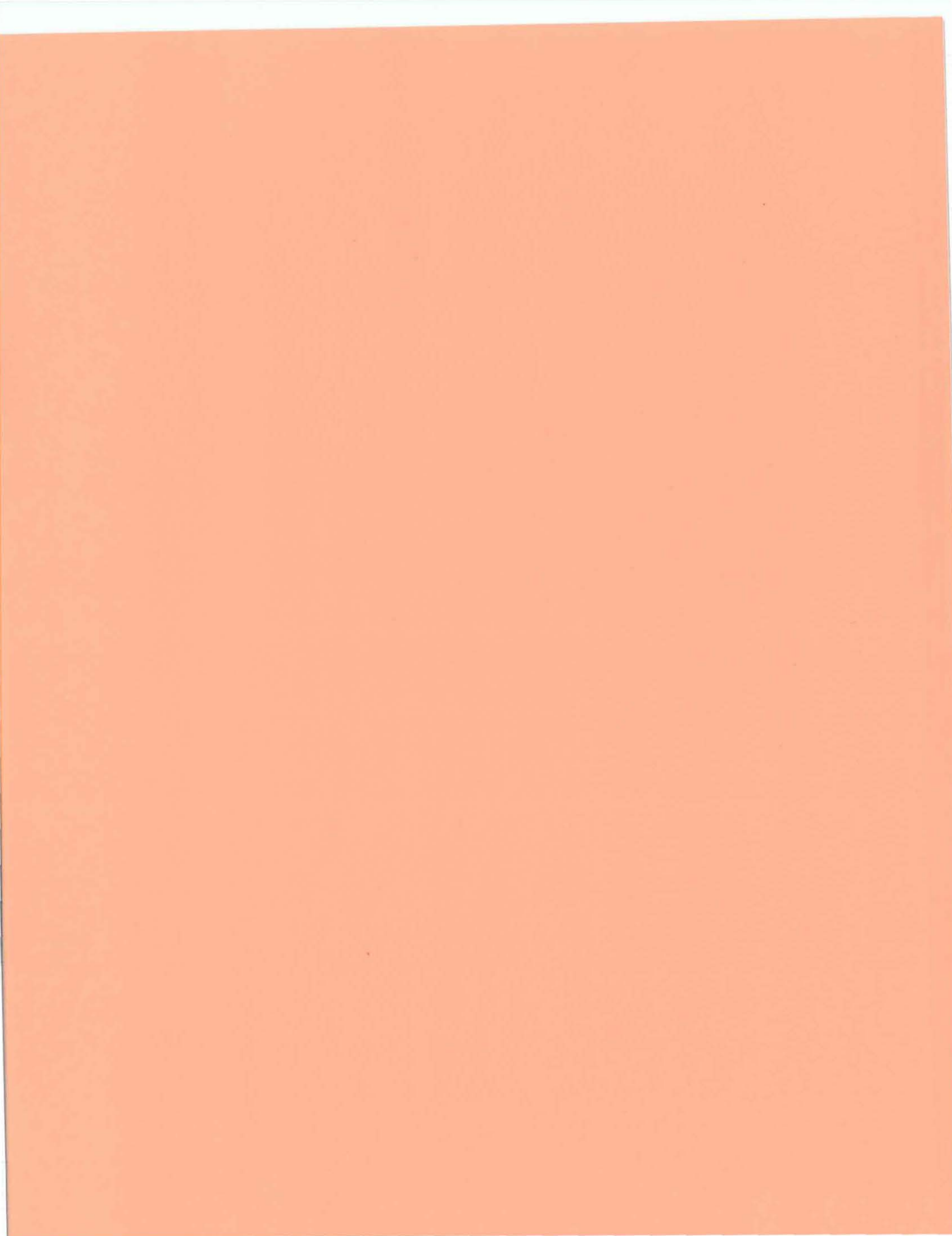
**UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION**

\_\_\_\_\_  
Kimberly Cook , Board President      Date

\_\_\_\_\_  
Lorraine Aklonis, Board President      Date

\_\_\_\_\_  
Dr. David Eichenholtz, Board Secretary      Date

\_\_\_\_\_  
Eric Larson, Board Secretary      Date



**HILLSIDE PUBLIC SCHOOLS**

**Resolution for Nonpublic School Textbooks**

WHEREAS 18A:58-37-1 et seq. as amended by Chapter 121, Laws of 1984, requires that the State and local community purchase and loan textbooks upon individual request to all students enrolled in grades Kindergarten through 12 in nonpublic schools located within the local school district.

WHEREAS no board of education is required to expend funds for the purchase and loan of textbooks in excess of the amounts provided in State Aide; and

WHEREAS the Union County Educational Services Commission has agreed to handle the purchasing and processing of nonpublic school textbooks for local public school districts for the purpose of greater cost effectiveness through joint purchasing and centralized administration,

THEREFORE, BE IT RESOLVED that the HILLSIDE Board of Education enter into an agreement with the Union County Educational Services Commission whereby the Commission will administer a nonpublic textbook program for those eligible students attending nonpublic schools located within HILLSIDE for the 2023-2024 school year, in accordance with 18A:58-37.1 et seq; and

BE IT FURTHER RESOLVED that the HILLSIDE Board of Education pay a surcharge equal to 10% of the allocation for nonpublic textbooks to cover the Commission's costs for administering the program. The Commission will bill the district for services rendered throughout the 2023-2024 school year. There will be a 10% surcharge on these invoices.

# HILLSIDE PUBLIC SCHOOLS

2023-2024

## NEW JERSEY NONPUBLIC SCHOOL TEXTBOOKS AGREEMENT

THIS AGREEMENT made this first day of July 2023, between the Union County Educational Services Commission, having its principal office at 45 Cardinal Drive, in the Town of Westfield, County of Union, and State of New Jersey, hereinafter referred to as U.C.E.S.C., and the HILLSIDE Board of Education having its principal office at 195 VIRGINIA STREET, HILLSIDE, NJ 07205, County of Union, and State of New Jersey hereinafter referred to as the Public School District.

WHEREAS 18A:58-37-1 et seq. as amended by Chapter 121, Laws of 1984, requires that the State and local community purchase and loan textbooks upon individual request to all students enrolled in grades kindergarten through 12 in nonpublic schools located within the local school district.

WHEREAS the Union County Educational Services Commission has agreed to handle the purchasing and processing of nonpublic school textbooks for local public school districts for the purpose of greater cost effectiveness through joint purchasing and centralized administration,

THEREFORE, BE IT FURTHER UNDERSTOOD that the HILLSIDE Board of Education enter into an agreement with the Union County Educational Services Commission whereby the Commission will administer a nonpublic textbook program for those eligible students attending nonpublic schools located within HILLSIDE for the 2023-2024 school year, in accordance with 18A:58-37.1 et seq; and

BE IT FURTHER UNDERSTOOD that the HILLSIDE Board of Education pay a surcharge equal to 10% of the allocation for nonpublic textbooks to cover the Commission's costs for administering the program. The Commission will bill the district for services rendered throughout the 2023-2024 school year, not to exceed State aide for nonpublic textbooks. There will be a 10% surcharge on these invoices to be paid out of district current expense funds. Surcharge is not to be paid from nonpublic school textbook entitlement.

IN WITNESS WHEREOF, the Board of Directors of the Union County Educational Services Commission and the HILLSIDE Board of Education, have by Resolution directed their respective Presidents and Secretaries to set their signatures and affix their seals. A certified copy of the Public School Resolution is annexed hereto.

### ACCEPTED AND APPROVED:

HILLSIDE BOARD OF EDUCATION

(Please Print Board of Education Name)

**UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION**

Kimberly Cook , Board President

Date

Lorraine Aklonis, Board President

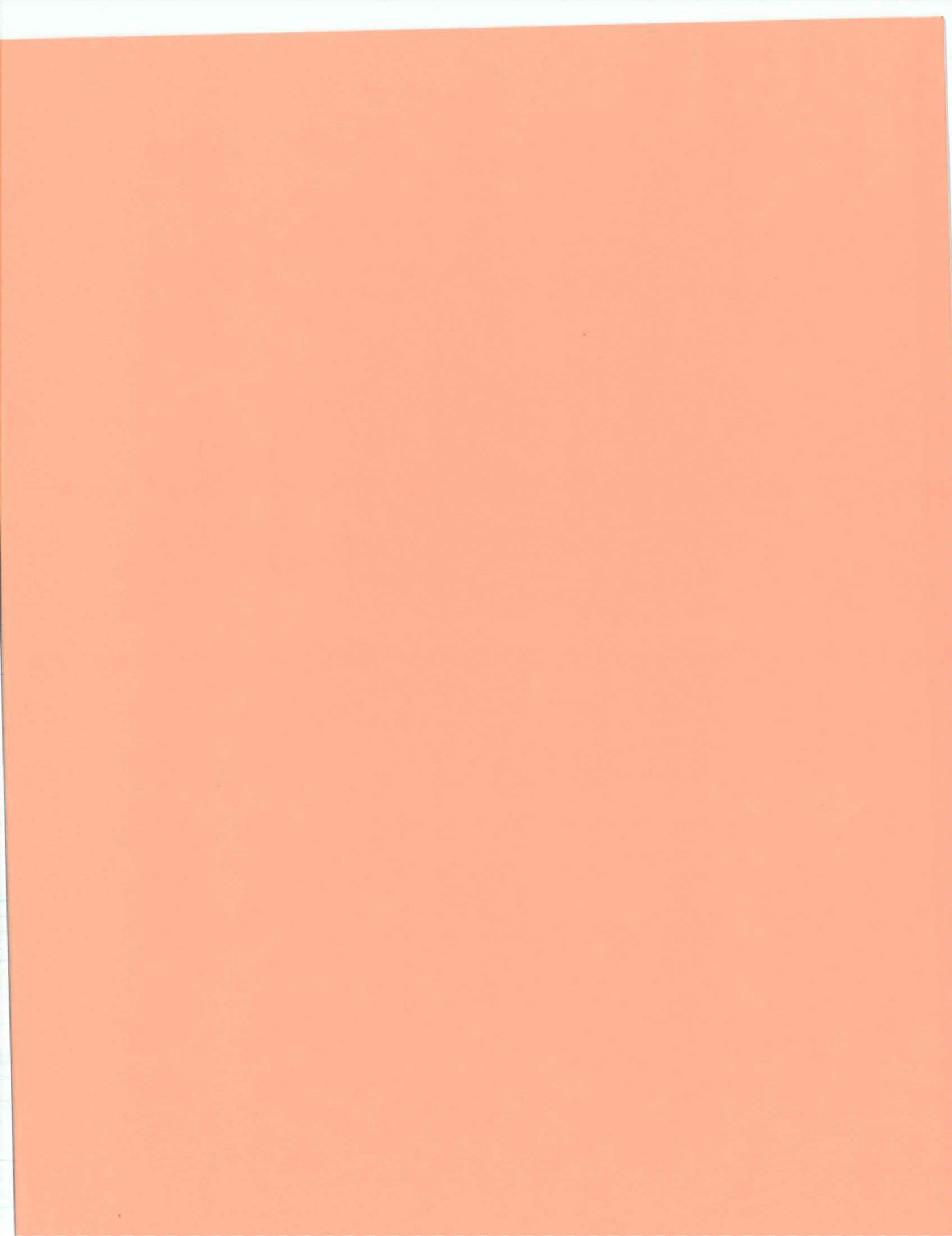
Date

Dr. David Eichenholtz, Board Secretary

Date

Eric Larson, Board Secretary

Date



## HILLSIDE PUBLIC SCHOOLS

### Resolution for Nonpublic School Security Aid Program

WHEREAS A-2689/5754, requires the State and local community purchase of nonpublic security aid program upon individual request to all students enrolled in grades Kindergarten through 12 in nonpublic schools located within the local school district. From the amount appropriated for Nonpublic Security Aid, the Commissioner of Education shall provide State aid to each school within the district identified by the district for security services, equipment or technology to ensure a safe and secure school environment for nonpublic school students.

WHEREAS the Union County Educational Services Commission has agreed to handle the purchasing and processing of nonpublic school security aid program, security services, equipment or technology for local public school districts for the purpose of greater cost effectiveness through joint purchasing and centralized administration,

THEREFORE, BE IT RESOLVED that the HILLSIDE Board of Education enter into an agreement with the Union County Educational Services Commission whereby the Commission will administer a nonpublic security aid program for those eligible students attending nonpublic schools located within HILLSIDE for the 2023-2024 school year, in accordance with A-2689/5754; and

BE IT FURTHER RESOLVED that the HILLSIDE Board of Education pay a surcharge equal to 12% of the allocation for nonpublic school security to cover the Commission's costs for administering the program. The Commission will bill the district for services rendered throughout the 2023-2024 school year. There will be a 12% surcharge on these invoices.



# HILLSIDE PUBLIC SCHOOLS

2023-2024

## NEW JERSEY NONPUBLIC SECURITY AID PROGRAM AGREEMENT

**THIS AGREEMENT** made this first day of July 2023, between the Union County Educational Services Commission, having its principal office at 45 Cardinal Drive, in the Town of Westfield, County of Union, and State of New Jersey, hereinafter referred to as **U.C.E.S.C.**, and the HILLSIDE Board of Education having its principal office at 195 VIRGINIA ST., HILLSIDE, NJ 07205, County of Union, and State of New Jersey hereinafter referred to as the Public School District.

**WHEREAS**, the U.C.E.S.C. by the authority of its Board of Directors, acting on approval of the State Board of Education, is capable of administering the Nonpublic School Security Aid Program; and

**WHEREAS**, the U.C.E.S.C. services are in accordance with the New Jersey Nonpublic School Security Aid Program, and the Rules and Regulations governing same to nonpublic schools; and

**WHEREAS**, the Public School District is under an obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to the specified New Jersey Nonpublic School Security Aid Program; and

**WHEREAS**, the Public School District has by Resolution of its Board agreed to contract with the U.C.E.S.C. to provide said services pursuant to said legislation and serve as the district designee:

**NOW, THEREFORE**, the parties hereto agree as follows:

- I. The terms and conditions of this Agreement shall be in effect from July 1, 2023 through and including June 30, 2024.
- II. The U.C.E.S.C. will fulfill the following responsibilities on behalf of the Public School District within the limitations of funds;
  - A. Confer with the nonpublic school administrator(s) to determine the security aid to be provided and the limit of funds available;
  - B. Provide the agreed upon security material which may include purchasing security services, equipment or technology pursuant to the Public School Contract law;
- III. BE IT FURTHER UNDERSTOOD that the HILLSIDE Board of Education pay a surcharge equal to 12% of the allocation for nonpublic security aid to cover the Commission's costs for administering the program. The Commission will bill the district for services rendered throughout the 2023-2024 school year, not to exceed State aid for nonpublic security aid. There will be a 12% surcharge on these invoices to be paid out of district current expense funds. Surcharge is not to be paid from nonpublic school security aid entitlement.

IN WITNESS WHEREOF, the Board of Directors of the Union County Educational Services Commission and the HILLSIDE Board of Education, have by Resolution directed their respective Presidents and Secretaries to set their signatures and affix their seals. A certified copy of the Public School Resolution is annexed hereto.

**ACCEPTED AND APPROVED:**

HILLSIDE BOARD OF EDUCATION

(Please Print Board of Education Name)

**UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION**

\_\_\_\_\_  
Kimberly Cook, Board President      Date

\_\_\_\_\_  
Lorraine Aklonis, Board President      Date

\_\_\_\_\_  
Dr. David Eichenholtz, Board Secretary      Date

\_\_\_\_\_  
Eric Larson, Board Secretary      Date



# UNION COUNTY EDUCATIONAL SERVICES COMMISSION NONPUBLIC SCHOOL EQUITABLE IDEA SERVICES AGREEMENT

**2023-2024**

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the BOARD OF EDUCATION OF HILLSIDE in the County of Union, New Jersey (hereinafter the "Board" or "District"), located at 195 Virginia Street, Hillside, New Jersey 07205, and the UNION COUNTY EDUCATIONAL SERVICES COMMISSION (hereinafter the "Commission"), located at 45 Cardinal Drive, Westfield, NJ 07090

## WITNESSETH:

In the consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Education Program.** The Board agrees to purchase from the Commission, and the Commission agrees to provide the Board, with the following services for eligible students attending private schools, excluding preschool age students, identified in accordance with the federal Individuals with Disabilities Education Act (IDEA) and the applicable rules and regulations of the New Jersey Board of Education:
  - a) Participation in consultation meetings with the private (nonpublic) schools initiated by the District;
  - b) Appropriate related services determined by the District (e.g., OT, PT, Counseling, Speech/Language Therapy, and/or Supplemental Services); and
  - c) Additional IDEA services as specified by the District's Director of Special Services in consultation with the nonpublic school administrator.

The specific services to be provided shall be determined by the District after consultation with its nonpublic schools and shall be listed by the District in Schedule A to this agreement. The District shall include in Schedule A the amount of the proportionate share of funds for each nonpublic school, excluding the grant amount for preschool students.

The Commission may also provide the following additional services:

- a) Data necessary for the Board's completion of mandated IDEA-B reports;
- b) Specialized Instruction Supplies & Materials;
- c) Staff Development, Observation and Evaluation(s) per law; and
- d) Supervision and Administration required for the implementation of services and programs.

The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents and guardians, and the District to insure effective articulation. All services and materials provided by the Commission shall be secular, neutral and nonideological.

2. **Term.** This Agreement shall be in effect from July 1, 2023 through June 30, 2024, it being understood that actual student services will not be provided during the summer recess.
3. **Payment of Federal Part B Funds.** The Board, agrees to pay the Commission for services provided in accordance with the rates specified in Schedule A. Billing shall commence in October and shall continue thereafter, at the Commission's option, on a monthly basis, with each payment being due within 15 days of receipt by the District, until the funds are depleted. Billing shall include description of the services provided.
4. **School Year.** The Commission, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the Board that the Commission's school year and school calendar may not coincide with the school year of calendar of the Board. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any services or classes due to inclement weather or other reasons beyond its control.

5. **District Obligations**

The Board shall advise the Commission of the identity of each nonpublic school within the district and shall require each nonpublic school to provide the Commission with completed pupil applications and to provide the Commission with access to pupil records on file in the school as requested by the Commission.

6. **Staff.** The Commission shall employ all staff required to provide the educational programs and services identified in this agreement. The Commission shall ensure that all staff have the appropriate certifications and are employed in accordance with all rules and regulations of the New Jersey Department of Education.

7. **Facilities.** Services shall be provided on-site at the student's private school.

8. **Records.** The Commission shall maintain all IDEA-B student records while services are being provided and shall provide the names of students served to the Board with the billing statements.

9. **Administration.** The Commission shall provide all administrative staff required to manage and evaluate the staff and services provided. The Commission shall ensure that all administrative staff are properly certified and employed in accordance with all rules and regulations of the New Jersey Department of Education.

10. **Application Documents and Procedure.** Enrollment in the education programs is based upon Federal eligibility requirements.

11. **Independent Contractor.** The Board is not an agent of the Commission. The Board shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent contractor under this Agreement. Board employees shall not be deemed or treated as employees or agents of the Commission.

12. **Indemnification.** The Commission shall indemnify the Board, its successors and assigns, from and against all losses, damages, injuries, claims, and demands, arising out of this Agreement, to the extent such losses, damages, injuries, claims and demands are caused by the negligence of the Commission. This indemnification provision shall not extend to claims made by the U.S. Department of Education or the NJDOE regarding the delivery of services under this Agreement.

13. **Default.** The failure of the Board to cure or remedy a default, within ten (10) days after written notice of the default has been given, shall be deemed an uncured default. This Agreement may, at the option of the Commission, be terminated upon the occurrence of any uncured default or in the event the Board becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a trustee or receiver is appointed for the Board, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Board.

14. **Termination.** Either party may terminate this Agreement on 90 days written notice to the other party.

15. **Compliance with Governmental Laws.** Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules, and regulations.

16. **Execution of Documents.** The parties agree to execute this and any other documents that may be necessary to affect the intent and purpose of this Agreement.

17. **New Jersey Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.

18. **No Waiver.** No provision hereof may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed or deemed to be an estoppel or waiver in the future of any such terms or provision, but the same shall continue in full force and effect.

19. **Benefit.** This agreement shall bind the parties hereto, their successors and assigns.

20. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing,

and if served personally or sent by registered or certified mail, return receipt requested. Notice by mail shall be deemed given when deposited at a United States Post Office with postage prepaid thereon, addressed to the Superintendent of Schools of the respective party at the address set forth at the outset of this Agreement.

21. **Entire Agreement.** This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
22. **Amendments.** No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
23. **Severability.** The provisions of the Agreement shall be deemed to be severable. If any provision herein is adjudged to be invalid or unenforceable, by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed amended to conform to law, and it shall not effect the validity of any other provision herein, but such other provision shall remain in full force and effect.

**ACCEPTED AND APPROVED:**

HILLSIDE BOARD OF EDUCATION

(Please Print Board of Education Name)

UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION

\_\_\_\_\_  
Kimberly Cook , Board President Date

\_\_\_\_\_  
Lorraine Aklonis, Board President Date

\_\_\_\_\_  
Dr. David Eichenholtz , Board Secretary Date

\_\_\_\_\_  
Eric Larson, Board Secretary Date

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION****Schedule A****IDEA-B Services****2023-2024 Rates**

<b>Nonpublic Teacher</b>	<b>\$124.00/hour</b>
<b>Speech/Language Therapist</b>	<b>\$124.00/hour</b>
<b>Occupational Therapy Services</b>	<b>\$104.00/30 minute session</b>
<b>Physical Therapy Services</b>	<b>\$104.00/30 minute session</b>
<b>Counseling Services</b>	<b>\$102.00/30 minute session</b>
<b>Paraprofessional</b>	<b>\$42.00/hour</b>
<b>Service Charge for Ordering Products</b>	<b>5% of total price</b>





# **HILLSIDE PUBLIC SCHOOLS**

**2023-2024 SCHOOL YEAR**

## **UNION COUNTY EDUCATIONAL SERVICES COMMISSION**

### **NONPUBLIC IDEA-B**

Motion to contract with the Union County Educational Services Commission to administer the district's Nonpublic School Individuals with Disabilities Education Act-B Initiative (IDEA-B) funds Basic, pursuant to the requirements of the Individuals with Disabilities Education Act and Grant Application on behalf of the Board, effective July 1, 2023 until June 30, 2024. The Board agrees to pay the Commission for services provided in accordance with rates specified in Schedule A. Billing shall commence in October and shall continue until the funds are depleted. It is understood that the Commission will provide services for all of the eligible Nonpublic schools identified by the district's grant application.



**2023-2024 Nonpublic ESEA/ESSA  
Title I Agreement  
(Attachment ED#10-06/23)**



**HILLSIDE PUBLIC SCHOOLS**

**2023-2024**

**RESOLUTION**

**NONPUBLIC SCHOOL NURSING SERVICES**

**PL 1991, CHAPTER 226**

**WHEREAS**, P.L. 1991, Chapter 226, requires that each Board of Education of a district in which a nonpublic school is located shall provide certain nursing services to those students who are enrolled full time in the nonpublic school; and

**WHEREAS**, the Union County Educational Services Commission has agreed to provide the required nursing services for local public school districts for the purpose of efficient delivery of services and greater cost effectiveness through cooperation and centralized administration;

**THEREFORE, BE IT RESOLVED:** that the Hillside Board of Education enter into an agreement with the Union County Educational Services Commission whereby the Commission will implement the law and administer the nonpublic school nursing services program for those full time students enrolled in the nonpublic school(s) located within the Hillside Board of Education for the 2023-2024 school year, in accordance with applicable law; and,

**BE IT FURTHER RESOLVED:** that the Board will remit the entire entitlement to the Commission to be billed monthly starting on October 1, 2023 and ending on July 1, 2024. The Commission will retain six percent (6%), of the entitlement as an administrative fee received by the Hillside Board of Education as State aid, per pupil, pursuant to said enactment

\_\_\_\_\_  
**President** , Kimberly Cook

\_\_\_\_\_  
**Secretary** , Dr. David Eichenholtz

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION**  
**CHAPTER 226 NONPUBLIC SCHOOL NURSING SERVICES AGREEMENT**

**2023-2024**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the BOARD OF EDUCATION OF HILLSIDE in the County of \_\_\_\_\_, New Jersey (hereinafter the "Board" or "District"), located at 195 Virginia Street, Hillside, New Jersey 07205; and the UNION COUNTY EDUCATIONAL SERVICES COMMISSION (hereinafter the "Commission"), located at 45 Cardinal Drive, Westfield, NJ 07090

**W I T N E S S E T H:**

**WHEREAS**, the Commission is capable of and experienced in providing auxiliary services to eligible students attending nonpublic schools; and

**WHEREAS**, the Commission's services are in accordance with Chapter 226, Laws of 1991, and the rules and regulations of the New Jersey Department of Education ("NJDOE") governing nursing services to nonpublic schools; and,

**WHEREAS**, the Board is obliged to provide the services to all eligible nonpublic schools within its district to assure equal access to specified nursing services; and

**WHEREAS**, the District, by resolution of its Board, has agreed to contract with the Commission to provide said services pursuant to P.L. 1991, Ch. 226;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- I. The terms and conditions of this Agreement shall be in effect from July 1, 2023 through June 30, 2024, it being understood that actual student services will not be provided during the summer recess.
- II. A. The Commission agrees to provide the Board with the following services, within the limitation of funds allocated by the NJDOE, for pupils enrolled full-time in the nonpublic school:
  1. assisting with medical examinations, including dental screening;
  2. conducting audiometric screening;
  3. maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized;
  4. conducting scoliosis examinations of pupils between the ages of 10 and 18; and
  5. extending emergency care for students who become injured or ill at school or during participation on a school team or squad when a Commission-provided nurse is on duty at the location.
- B. To the extent additional funds remain available after the provision of the above-referenced services, and within the limit of remaining funds available, the nonpublic school students will be provided with additional medical services as agreed upon by the District, the nonpublic school, and the Commission, which may include the purchase of equipment,

comparable to that in use in the District, for the purpose of providing services under this Agreement.

C. The Commission may charge against available funds the cost of supplies purchased for the purpose of providing health services under this Agreement, which supplies shall be comparable to that used in the District.

- III. The Board shall advise the Commission of the identity of each nonpublic schools within the district and the amount of funds allocated to each such nonpublic school by the NJDOE or otherwise made available by the Board for the provision of services required or authorized by N.J.S.A. 18A:40-23 to -31. In its notice, the Board shall specify each nonpublic school within the district that is ineligible for services pursuant to N.J.S.A. 18A:40-29, for having declined nursing services, or pursuant to N.J.A.C. 6A:16-2.5(h)(2), for having failed to provide the Board with a report of the type and number of services provided during the previous school year.
- IV. The Commission shall contact the eligible nonpublic schools identified by the Board and determine, in consultation with the nonpublic school, the services to be provided within the parameters of the law and limitations of funds. The Commission shall advise the Board in the event an agreement cannot be reached with any nonpublic school as to the services to be provided.
- V. The Commission shall annually provide the Board with a description of the type and number of services that were provided under this Agreement.
- VI. The Board shall transmit payments to the Commission based on monthly billing statements for services to students of eligible nonpublic schools, with each payment being due no later than the 15th of the month following receipt of the Commission's billing statement. The Commission may include in its billing statement for each full-time nonpublic student served the lesser of the actual administrative costs or 6% of the funds allocated for each participating nonpublic school in accordance with N.J.A.C. 6A:16-2.5(h)(3).
- VII. Independent Contractor. The Board is not an agent of the Commission. The Board shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent contractor under this Agreement. Board employees shall not be deemed or treated as employees or agents of the Commission.
- VIII. Indemnification. The Commission shall indemnify the Board, its successors and assigns, from and against all losses, damages, injuries, claims, and demands, arising out of this Agreement, to the extent such losses, damages, injuries, claims and demands are caused by the negligence of the Commission. This indemnification provision shall not extend to claims made by the NJDOE.
- IX. Default. The failure of the Board to cure or remedy a default, within ten (10) days after written notice of the default has been given, shall be deemed an uncured default. This Agreement may, at the option of the Commission, be terminated upon the occurrence of any uncured default or in the event the Board becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a trustee or receiver is appointed for the Board, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Board.
- X. Termination. Either party may terminate this Agreement on 90 days written notice to the other party.

- XI. Compliance with Governmental Laws. Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.
- XII. Execution of Documents. The parties agree to execute this and any other documents that may be necessary to affect the intent and purpose of this Agreement.
- XIII. New Jersey Law. This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- XIV. No Waiver. No provision hereof may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed or deemed to be an estoppel or waiver in the future of any such term or provision, but the same shall continue in full force and effect.
- XV. Benefit. This agreement shall bind the parties hereto, their successors and assigns.
- XVI. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if served personally or sent by registered or certified mail, return receipt requested. Notice by mail shall be deemed given when deposited at a United States Post Office with postage prepaid thereon, addressed to the Superintendent of Schools of the respective party at the address set forth at the outset of this Agreement.
- XVII. Entire Agreement. This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
- XVIII. Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
- XIX. Severability. The provisions of the Agreement shall be deemed to be severable. If any provision herein is adjudged to be invalid or unenforceable, by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed amended to conform to law, and it shall not effect the validity of any other provision herein, but such other provision shall remain in full force and effect.

ACCEPTED AND APPROVED:

(Please Print Board of Education Name)  
HILLSIDE BOARD OF EDUCATION

\_\_\_\_\_  
Kimberly Cook  
Board President

Witness:

\_\_\_\_\_  
Dr. David Eichenholtz  
Board Secretary

Date: \_\_\_\_\_, 20\_\_

UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION

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

Witness:

\_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_, 20\_\_





**Erskine Glover**

---

**From:** [REDACTED]  
**Sent:** Thursday, June 8, 2023 5:33 PM  
**To:** Erskine Glover  
**Cc:** [REDACTED]  
**Subject:** CAUTION:Hillside Press Release

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Erskine,

We are excited to work with you to announce that Hillside Public Schools has been awarded the Amazon Future Engineer + BootUp Computer Science Sponsorship, and get the news out!

Here is a draft/template Press Release for your edits and review:  
[Hillside Public Schools Amazon Future Engineer Press Release](#)

Please add in a quote and the number of students you will be impacting over the three year sponsorship. Once completed, we'll send the updated version to Amazon's PR team for their approval. This can take a couple of weeks, so we will be sure to let them know about your goal to make the announcement around the last day of school, June 23rd! And I'd recommend adding your quote and reviewing quickly so we can get it over to them as soon as possible.

Let me know if you prefer a Word format and if you have any questions!

Thanks,  
Abby



Abby Funabiki, MPA (she, her)  
Associate Executive Director  
NEW! (503) 343-4561 | [www.bootuppd.org](http://www.bootuppd.org)  
[Twitter](#) | [YouTube](#) | [Facebook](#)

## Amazon Funding Computer Science Education at Elementary Schools in Hillside Public Schools, Impacting 1,650 Students

*Hillside Public Schools is New Jersey's first district to join [Amazon Future Engineer's](#) expansion to more than 500,000 elementary students nationwide*

*Funding from Amazon Future Engineer delivers teacher professional development and curriculum from [BootUp PD](#), a nonprofit professional development provider specializing in high-quality computer science concepts, practices, and standards for elementary teachers and students*

*Amazon Future Engineer aims to bring high-quality computer science access to students from underserved communities and groups currently underrepresented in tech - from childhood to career*

Hillside—June 2023— Amazon and Hillside Public Schools today announced that Amazon is funding computer science education and teacher professional development for four schools in the district, impacting 1,650 students, many from underserved communities and groups currently underrepresented in tech, as part of its [Amazon Future Engineer](#) program. Hillside Public Schools is now part of Amazon Future Engineer's target to bring computer science to 500,000 elementary students by 2025.

Amazon is working with [BootUp PD](#), a nonprofit professional development provider, specializing in elementary school education, to bring computer science to each school. BootUp provides teachers with the tools they need to bring engaging coding lessons to their students both on-screen and in-person. High-quality computer science education for elementary school students during their school day is a critical piece of Amazon's "childhood to career" approach because it helps bridge equity skill gaps at an age when students are just beginning to formulate ideas about their futures.

*"The Hillside Board of Education and district leadership are thrilled to team with Amazon Future Engineer and BootUp PD to provide the students and staff of Hillside Public Schools with this exciting opportunity to expand their Computer Science and STEM content knowledge. This three-year grant partnership will expose our students to high-quality, rigorous instructional activities that inspire them to explore the evolving career pathways in Computer Science and STEM. The partnership will also create awareness and access to postsecondary education, especially for students marginalized in Computer Science and STEM. By attempting to reduce gender and racial disparities in the Computer Science and STEM fields and positively demonstrating to students how the fields can change their economic trajectory, I contend that this partnership will have a positive academic and economic impact on the lives of our Hillside students. As Superintendent of Schools for Hillside, I actively seek resources and collaborative opportunities to promote academic excellence and create engaging learning environments that challenge our students to be critical, analytical thinkers. I am confident that this partnership will meet the standards of excellence established by the district and increase our students' interest and engagement with Computer Science; with the goal of our students becoming the next generation of architects for our technology ecosystem," said Superintendent Erskine R. Glover.*

"We are thrilled to see Hillside partnering with Amazon in bringing computer science education to their elementary schools," said Union County Commissioner Chairman Sergio Granados. "By joining Amazon Future Engineer's nationwide expansion, Hillside Public Schools is taking a significant step towards ensuring that their students, some who may not have had the opportunity, have access to high-quality computer science resources and teacher professional development. This initiative aligns perfectly with the County's commitment to preparing our students for future success and building a county full of inclusivity."

"Amazon Future Engineer is thrilled to hear how teachers continue to go above and beyond to reach young students and pique their interest in computer science," said Victor Reinoso, Global Director of Amazon's philanthropic education initiatives. "We are committed to offering high-quality curriculum, professional development, and benefits to support



educators as they help their students build life-changing skills that leverage computer science and coding to bring their dreams to life, no matter what career they choose to pursue."

"This is the first ongoing national sponsorship focused on implementing equitable, sustainable computer science education that is available to all students district-wide," said BootUp PD's Chief Executive Officer Savita Raj. "We prepare educators and support districts in building long term programs that provide equitable access to computer science opportunities for all students. Through this partnership, we will build a community of curious, innovative, thoughtful learners who are ready to most brilliantly impact our futures."

Amazon's commitment to Hillside Public Schools is part of the company's ongoing efforts to increase access to computer science/STEM education across the country, primarily through [Amazon Future Engineer](#). In addition, Amazon has donated more than \$20 million to organizations that promote computer science/STEM education. Already in New Jersey, there are more than 200 schools participating in the Amazon Future Engineer program.

### **About Hillside Public Schools**

The Hillside Public Schools is a small, urban school district in Union County, New Jersey. The district enrolls approximately 3,100 students in Pre-Kindergarten through twelfth grade. Hillside Public Schools consists of seven schools, one early childhood center, three elementary schools, two middle schools, and one high school. After several years of organizational changes in Central Office, Hillside Public Schools has a leadership team that is stable, cohesive, and committed to strengthening the district's core values. A primary, essential value of Hillside Public Schools is that all students become critical thinkers who can successfully navigate their ever-changing environment. The district is keenly aware that to create students who are critical thinkers and learners, the district's strategic plan must include how partnerships with higher education and business institutions are value-added and leverage varied resources for the students and staff. Hillside Public Schools commits to creating career and college pathways that give all students a world-class education and foundation to propel them into prosperous futures. Striving to ensure classroom practices meet students' learning styles, Hillside Public Schools is reimagining the teaching and learning environment.

The post-pandemic workforce expects a different level of support. Hillside Public Schools understands that recruiting and retaining a diverse and highly effective workforce who are reflective thinkers and practitioners requires a new talent development model. During the past two years, significant investments have begun in the professional development offerings so that staff can provide a learning environment reflective of evolving technologies and businesses. By 2026, the district aims to ground academic and social-emotional practices in an experiential learning theory of curriculum and instruction that encourages students to examine and explore new methods of problem-solving and discourse. Students will become the co-constructors in the academic environment, and the catalyst for change in the burgeoning community of Hillside, New Jersey.

### **About Amazon Future Engineer**

Amazon Future Engineer is a childhood-to-career computer science education program intended to inspire and educate millions of students from historically underrepresented communities globally, including hundreds of thousands of students in the U.S. each year. Students explore computer science through school curriculum and project-based learning, using code to make music, program robots, and solve problems. Additionally, each year Amazon Future Engineer awards 250 students with four-year, \$40,000 scholarships and paid internships at Amazon, as well as names 10 Teacher of the Year winners, awarding \$30,000 prize packages for going above and beyond to inspire students in computer science and to promote diversity and inclusion in the field. The program is currently available in the U.S., UK, France, Canada, India, and Germany. For more information, visit [amazonfutureengineer.com](https://amazonfutureengineer.com).

### **About BootUp Professional Development**

BootUp PD is a national 501(c)(3) nonprofit specializing in sustainable, multi-year, district-wide elementary computer science professional development focused on coding, computational thinking, creativity and problem-solving. Since 2015, BootUp has worked with more than 1,000 elementary schools in twenty-three states, directly impacting over 500,000 students. Through ongoing professional development, model teaching, and instructional coach support, BootUp prepares participants to become confident, innovative educators who engage students with meaningful, project-based, open-ended, age-appropriate coding activities.

Sponsorship applications are being accepted at: [www.afebootup.smapply.org](http://www.afebootup.smapply.org).

###

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Professional Development™

# AFE + BootUp Sponsorship Award and Partnership Overview





# Agenda

- Introductions
- Confirm District Roles and Contacts
- Additional Amazon Future Engineer Offerings
- BootUp Amazon Future Engineer Sponsorship
- Professional Development and Support Overview
- District Letter of Commitment
- District Background and CS Vision
- Announcements and Press Release
- Implementation and Next Steps



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Robert Crosby

Senior Product Manager, Amazon  
Future Engineer





***Erskine R. Glover***

**Admin Contact**

**for initiative**

***CS Champion Name***

**District CS Champion**

**for initiative**



**Abby Funabiki**

Associate Executive Director,  
BootUp PD



**Brenda Bass**

PD Manager,  
BootUp PD



**Becky Hansen**

PD Facilitator  
BootUp PD

# Amazon

## Future Engineer

Amazon Future Engineer is a social impact team at Amazon aimed at increasing access to computer science education to students from communities underserved and underrepresented in tech.

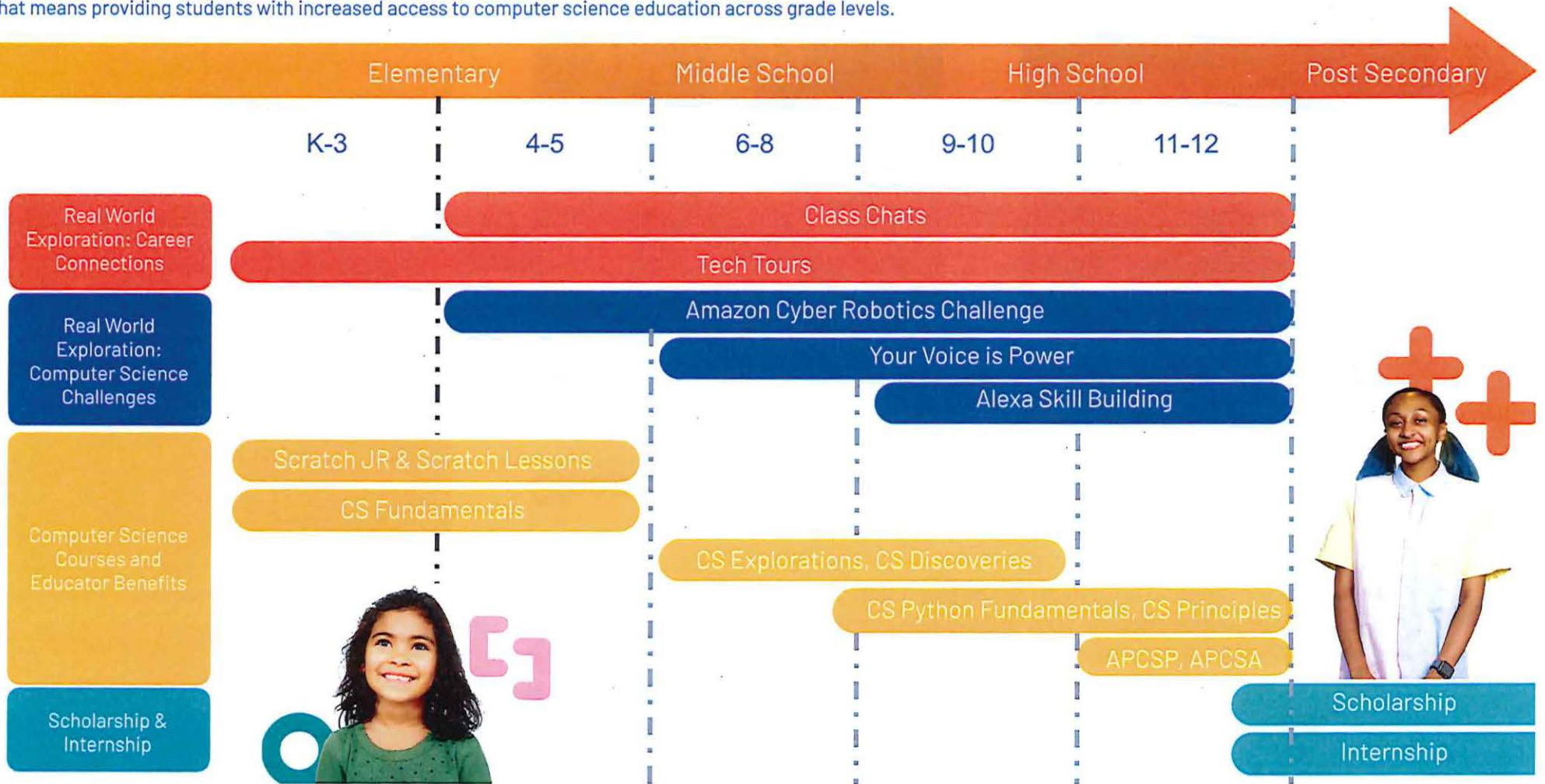
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# About Amazon Future Engineer

We believe in continued support from childhood-to-career.

That means providing students with increased access to computer science education across grade levels.





## Real World Exploration Career Connections

Amazon Future Engineer provides early exposure to tech industry careers and computer science learning experiences for students. Opening the door to exciting careers in tech increases student likelihood to enroll in computer sciences in high school and college. We offer a variety of exploratory courses for teachers and students across all subject areas. These experiences are open to teachers and students across all subject areas.

### Getting career curious...

Below are examples of Amazon Future Engineer opportunities that bring the real world into the classroom in fun and meaningful ways. Engage your students in a variety of activities relevant to them, and highly rated from students and educators alike.

### Class Chats

Invite one of Amazon's inspiring tech-industry professionals to the classroom for a virtual career talk.



### Tech Tours

Students will explore standards-aligned academic adventures and provide them with STEM-focused workplace exposure. Now on Kahoot!



## Real World Exploration: Computer Science Challenges

We invite students and teachers to explore the world through a variety of engaging projects solving computer science challenges. Use code to make music, program robots, connect with industry experts, and solve real-world problems.

## Your Voice is Power

An inspired learning experience that encourages students to explore how music, coding and entrepreneurship can be tools to advance social change. This is a week-long learning experience for grades 6+.



## Amazon Cyber Robotics Challenge

Students discover how Amazon uses computer science to fulfill customer orders and learn to code a Hercules robot to deliver a friend's birthday present on time. This is a 3-hour long learning experience for grades 3+.



## Alexa Skill Building

Students learn to code their own Alexa Skills to solve problems in space and in their communities at home. This is a week-long learning experience for grades 9+.





# Scholarship and Internship

Our Amazon Future Engineer Scholarship program provides students the opportunity to kickstart their careers. Every year we offer scholarships to high school students who intend to study computer science in college, plus paid internship opportunities at Amazon.



"The Amazon Future Engineer Scholarship not only shaped my perspective on a career in computer science, but helped me solidify that I belonged in one."

**Jaylinn Primus**  
Howard University  
BS Computer Science '21

## Build with Amazon

At Amazon, supporting underserved students in their computer science education is not only important to us—it's imperative to a diverse tech industry and future. Our Amazon Future Engineer Scholarship program provides students with an opportunity to upgrade their careers with a \$40,000 scholarship, plus a paid summer internship programming at Amazon.

## Four-Year Scholarship

Each year, we offer the Amazon Future Engineer Scholarship to a total of 250 students. Recipients earn a four-year (\$10k/year, \$40k total) scholarships to use towards pursuing a bachelor's degree in computer science.

### Build a full stack future.

Apply to the Amazon Future Engineer Scholarship Program.



## Internship Opportunity

The B-side of our Scholarship Program includes a paid internship opportunity coding at Amazon. In addition to \$40k for college, scholars are given the opportunity to put their education to action through a paid coding internship with Amazon following their freshman year.

### Your future is developing.

Build it with Amazon.

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# Computer Science Courses and Educator Benefits

We've partnered with a variety of orgs including Code.org, Carnegie Mellon University, MIT, Project STEM, BootUp PD and more to provide high quality professional development and curriculum targeted at students historically underrepresented in technology. We've designed all our offerings to not only be easy for students to pick up, but also be simple enough for teachers without any prior coding experience to succeed, and help their students succeed, too.

## Building CS and STEM Educator Pipeline

Providing thousands of classrooms with quality computer-science teacher professional development and course curriculum means making sure educators have the tools they need to feel confident in the classroom.

## Curriculum and Training

We are increasing and strengthening the teacher pipeline through our teacher professional development and curriculum learning opportunities. We work with nationwide CS providers to bring these student and teacher CS resources to all classrooms at no cost.



## Teacher Recognition

Every year we honor and recognize 10 all-star teachers working diligently to help students in underserved and underrepresented communities pursue futures in computer science and robotics.



## Teacher benefits

We go beyond curriculum and training providing exclusive benefits to help teachers and students feel like they belong in the CS environment.





# New Amazon Future Engineer Courses Now Loading.....Fall 2022



## Computer Science A



### Introduction to Java Programming

Computer Science A (CSA) introduces students to software engineering and object-oriented design while learning the Java programming language.

The Code.org CSA curriculum is recommended for any high school student who wishes to continue their computer science education after completing an introductory course, such as Computer Science Principles (CS Principles) or Computer Science Discoveries (CS Discoveries).

The Code.org curriculum prepares students for the **AP<sup>®</sup> Computer Science A (AP CSA)** exam while developing skills used in the field. The curriculum will be available at no cost to anyone, anywhere to teach, starting in Fall 2022. Professional learning for CSA will be available in participating regions in Summer 2022.

Professional learning opportunities

C O  
D E

## MIDDLE SCHOOL COURSE SELECTION GUIDE

Courses in computer science for students in grades 6-8 and professional learning for teachers.

GRADE 6+

### CS EXPLORATIONS 1: MYCS SCRATCH

APPLY CS2 IN SCRATCH

CS2 COURSE GUIDE

CS

### CS FUNDAMENTALS IN SCRATCH

CS

CS Explorations 1 is an introductory course based on the MyCS Scratch curriculum that empowers students to engage with computer science as a means for creativity, communication, problem solving, and fun. Through a series of real-world scenarios, projects and challenges, students are introduced to foundational concepts that they will return to repeatedly throughout the course.

GRADE 7+

### CS EXPLORATIONS 2: AI IN OUR WORLD

APPLY CS2 IN AI

CS2 COURSE GUIDE

CS

### ARTIFICIAL INTELLIGENCE

INT. DATA

CS Explorations 2 is an introductory course based on MIT AI curriculum resources for K-12 designed to help students explore AI and its far-reaching societal impacts in our world. The course is designed around engaging activities and learning units that integrate CS and computational thinking concepts with ethical design and responsible use, as students explore how these technologies can help solve problems and improve life for themselves and their communities.

GRADE 8+

### CS EXPLORATIONS 3: CS AND CREATIVE MEDIA

LAUNCHING 2023-24

CS

### CS AND CREATIVE MEDIA

INT. DATA

CS Explorations 3 is an introductory CS course designed to support the transition from 2D to 3D, through engaging learning units and projects that explore CS through the lens of music, movies, and innovative tools including Scratch music app, as a means for creative and social expression.

PROJECT  
STEM

# GRADE 6-8 CS PATHWAY



Designed for teachers new to CS; highly flexible implementation options

	CSE 1 : MY CS FUNDAMENTALS IN SCRATCH <i>Available for 21-22 SY</i>	CSE 2: AI IN OUR WORLD <i>Coming soon: Fall 2022</i>	CSE 3: CS + CREATIVE MEDIA <i>Coming soon: Fall 2023</i>
DESCRIPTION	CS Explorations 1 is an introductory course based in MyCS in Scratch that empowers students to engage with computer science as a medium for creativity, communication, problem solving, and fun.	CS Explorations 2 is an introductory course based on MIT Artificial Intelligence (AI) resources for K-12 classrooms to explore AI and other emerging technologies, and its far-reaching societal impacts in our world.	CS Explorations 3 is designed to help transition students from block-based to text-based programming in Python, and explores CS through the lens of computing as a means for creative and social expression.
FLEXIBLE PACING	May be offered as a 9-week, 12-week, semester or Full Year course	Same as CSE 1	Same as CSE 1
TEACHER BACKGROUND	Support for a diverse spectrum of teachers (no prior CS experience required).	Support for a diverse spectrum of teachers (no prior CS experience required).	Support for a diverse spectrum of teachers (no prior CS experience required).

*\*Course is subject to change*

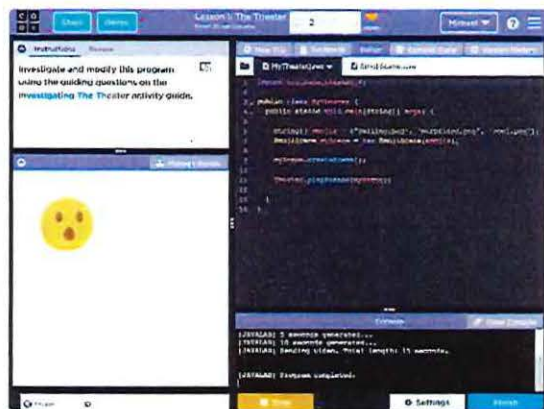


## A new approach to AP<sup>®</sup> CSA

In 2020, underrepresented racial/ethnic groups only made up 15% of **AP<sup>®</sup> CSA exam** takers. Female students made up 25%. Code.org's CSA curriculum incorporates **culturally responsive and equitable teaching strategies** designed to invite, engage, and empower a rich diversity of students.

↑ **34%**

increase in likelihood of students enrolling in college if they take AP<sup>®</sup> CSA



### With CSA from Code.org, students will:

- ✓ Learn in a user-friendly and visually rich multimedia environment
- ✓ Do software engineering work connected to the real world
- ✓ Analyze open-source code
- ✓ Collaboratively develop algorithms
- ✓ Gain experience writing and making sense of documentation



### Our AP<sup>®</sup> CSA curriculum at a glance:

Grade Level  
**9+**

Time  
**Year-long**

Overview  
**9 Units**  
140 Lessons

Tech rec's  
**Modern browser**

Recommended for:  
**Students who've taken an intro course**

[Check out the curriculum](#)

# Computer Science Courses

Teacher of the Year



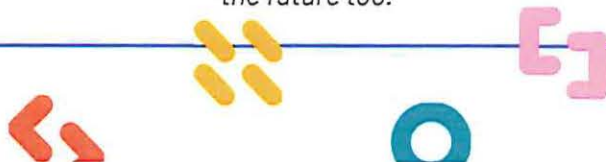
## Recognizing excellence in computer science

The Amazon Future Engineer Teacher of the Year Awards honor and recognizes 10 all-star teachers working diligently to help students in underserved and underrepresented communities pursue futures in computer science and robotics.

Recipients will receive \$25,000 to expand computer science and/or robotics education at their school, plus an additional \$5,000 teacher cash award.

### Harold Brown – Newark Collegiate Academy, Newark, NJ

*"I teach computer science to help students prepare for careers that do not currently exist today, careers that they will help create. That also means helping them to know about and having access to existing careers in the computer science field so that my students can close the wealth gap starting now. This is what inspires me as I continue teaching computer science. Knowing every day that I get to watch students grow and find their ability to create for both today and the future too."*



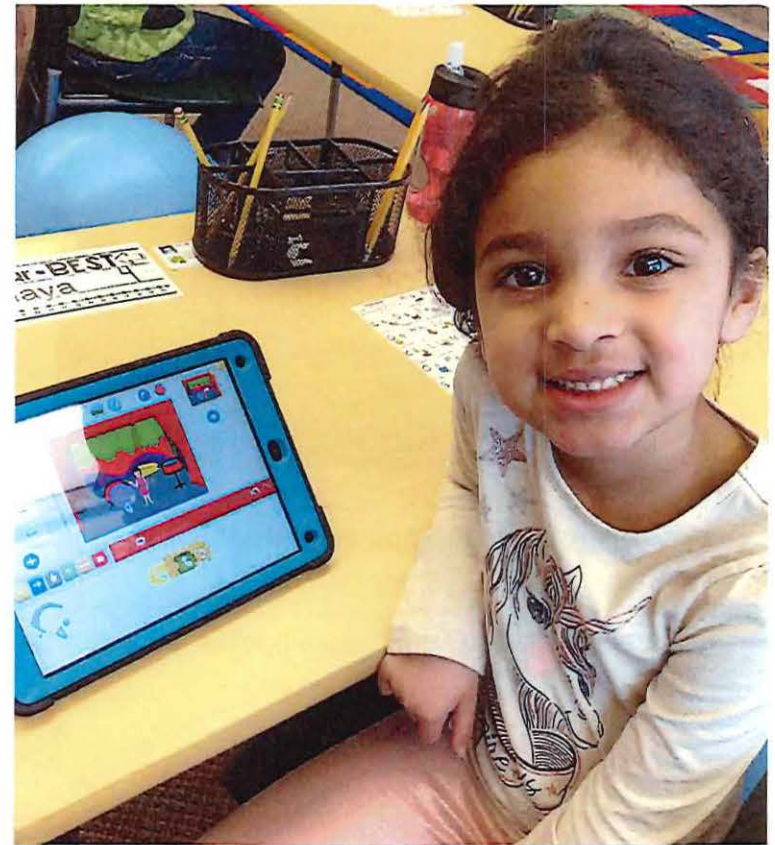


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BootUp is a nonprofit that provides elementary computer science professional development throughout the country. We customize our support with our districts and provide long-term, on-site professional development, curriculum, model teaching, and coaching.



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## Elementary Computer Science Sponsorship

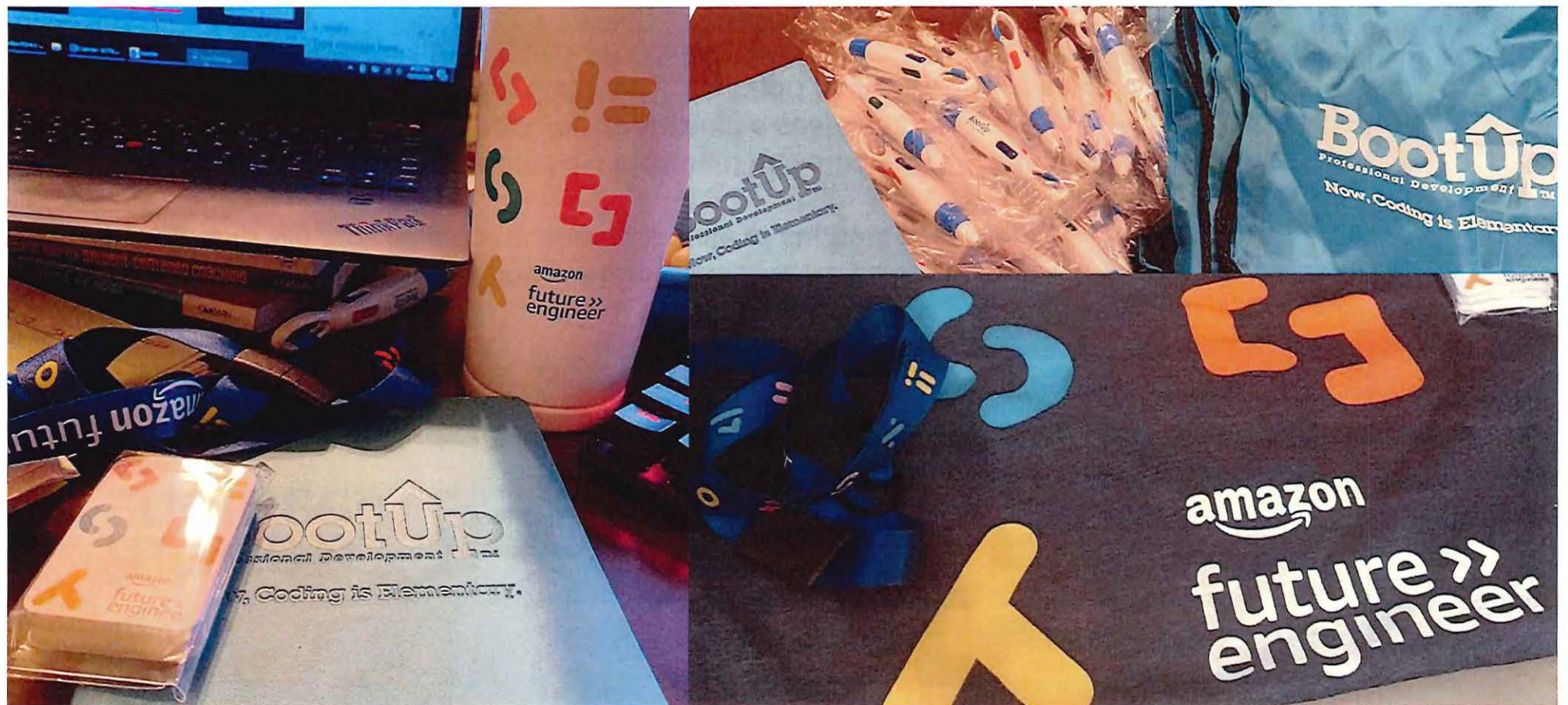
The latest Amazon Future Engineer + BootUp Elementary CS Sponsorship will provide a comprehensive suite of support.

This includes teacher professional development and student curricula over three years to help you implement a sustainable computer science initiative. Our district-level support helps to ensure continuity across the district for equitable implementation in every classroom.





## SWAG for Teachers





*Erskine Glover*

**Admin Contact**

Your Admin contact will serve as BootUp's district administration contact. **They are required to attend the virtual Kick-Off meeting and year-end Stakeholder meetings.**

*CS Lisa Corona*

**District CS Champion**

Your Computer Science Champion will serve as the main contact between BootUp and your teachers. **They will schedule PD, onsite support and model teaching, set expectations for participants, and champion the initiative to ensure progress once support from the award is complete.**

*IC Name(s)*

**Instructional Coach(es)**

Instructional Coach(es) should attend all PD workshops and complete BootUp's online Instructional Coach Course which includes approximately 50 hours of content, lesson planning, and time with projects. **Instructional coaches can begin to co-lead PD workshops as early as PD 2 of year one but are expected to co-lead workshops starting in year two of the grant and beyond.**





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## PD Workshops

for Teachers & Instructional Coaches

K-2nd Educators  
18 hours total

3rd-8th Educators  
18 hours total

Instructional Coaches &  
Specialists (who teach K-8)  
complete both PD strands

## On-Site Support

for Teachers

## Model Teaching and Coaching

*Days (or hours) equal to PD workshop days (or hours)*

*Typically 5 - 6 days (6 hours each)*

We also offer virtual Model Teaching, Practice Sessions, and/or Lesson Planning Sessions.

## Instructional Coach Course

for Instructional  
Coaches

## Instructional Coach Course (ICC)

*12 - 24 hours Total*

Instructional coaches take on increased facilitation and coaching responsibilities as they work through Instructional Coach Course, co-facilitating larger portions of PD. By third year, instructional coaches are asked to lead all PD with support from BootUp.

## K-2nd Grade Educators

1



3 hours

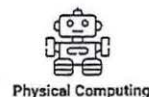
2

3 hours

3

3 hours

4



3 hours

5

3 hours

6

3 hours

## 3rd-6th Grade Educators

1



3 hours

2

3 hours

3

3 hours

4



3 hours

5

3 hours

6

3 hours

# Professional Development

Throughout the three years of the award, the District will recruit:

- Three total cohorts of K-2nd teachers, and
- Three total cohorts of 3rd+ teachers

Every year,

- K-2 will participate in 18 hours of PD
- 3rd+ will participate in 18 hours of PD
- Hybrid - In-person and virtual PD
- Model Teaching/Coaching days



# What do you want us to know about your district!

- What should we know about your district?
- Any district initiatives you want us to know about?
- District vision we should keep in mind while delivering support?



# Announcements and Press Release

## Hillside Press Release:

<https://docs.google.com/document/d/1Fnq3B60KWWUdOe9G5LVvYNt0mpLgsXEvhYO66pwhhao/edit?usp=sharing>

**Release date:** June 21, 2023



# Implementation Goals (from proposal):

Participation Numbers (estimate)	Year #1/ Cohort 1	Year #2/ Cohort 2	Year #3/ Cohort 3	Total
New Schools Participating:	2	1	1	4
New Teachers Participating:	40	30	10	80
New Teachers Impacted:				
New Students Impacted:	609	381	191	1,181

- Impact over the three years. Are these numbers still correct?
- How will you recruit and communicate with teachers?
- How will you ensure that recruitment and communication to teachers is equitable?
- Expectations for participating teachers to implement in their classroom?

# Implementation Questions to Answer:

- Which students will be impacted this year? Over the three years?
- What are the expectations for participating teachers to implement in their classroom? How many minutes per week will educators teach coding lessons?
- Any expectations for participating teachers to impact additional teachers in their buildings?



# District Letter of Commitment

We commit to the following during the award period:

1. Commit a Computer Science Champion to
  - a. serve as the main contact between BootUp and teachers
  - b. schedule PD and set expectations for participants
  - c. champion the initiative and ensure progress once support from the award is complete
2. Commit at least one Instructional Coach (in some cases this may also be the Computer Science Champion) to
  - a. attend all PD workshops with teachers
  - b. complete BootUp's online Instructional Coach Course (50 hours total)
  - c. co-lead PD workshops and support in year two of the award
  - d. lead PD workshops and support in year three of the award and beyond
3. Teacher participation in professional development
  - a. recruit three total cohorts of teachers per grade band (K-2, 3rd+) over three years
  - b. teachers will participate in 12-18 hours of PD per cohort/grade band
  - c. encourage participation in model teaching and coaching
4. Set expectations for classroom implementation during the school day
5. Attend an annual virtual stakeholder meeting
6. Complete an Outcomes Report twice a year Set expectations for classroom implementation during the school day
7. Participate in research efforts as described in the attached Appendix A

# Research

- **Teachers** - researching the effect that learning to teach code has on teachers
- **Students** - researching the effect that learning to code has on students

## Optional Research:

- **Parents/Guardians** - researching parent/guardian perspectives on coding

**Email Dr. Heather Cunningham to discuss next steps:** [heather@Bootuppd.org](mailto:heather@Bootuppd.org)



# Next Steps

- Confirm PD Dates
- District CS Champion + BootUp Facilitator Meeting
- Press Release: June 21, 2023
- Additional next steps?





## **Proposal for Hillside School District Sheltered English Instruction Training Summer Intensive 2023**

### **Initiative Overview**

The Hillside School District is dedicated to cultivating an inclusive culture and climate that equips all students with a love for learning that will position them for success. Through the implementation of Sheltered English Instruction (SEI) strategies, teachers can craft a culture that is both accommodating and challenging for students. The SEI philosophy is one that promotes comprehensible input while also targeting cognitive, metacognitive, and social learning strategies. Students emerge from SEI-infused classrooms with a more complete understanding of who they are as learners, what strengths and learning strategies they possess, and an understanding of what challenges them.

With a background ranging from teaching to administration, Up the Bar Educational Achievement truly understands the tremendous challenges that districts face as they strive to create inclusive environments. Our professional learning methods go beyond simply imparting knowledge to teachers. Up the Bar prides itself on being Implementation Experts, not only educating teachers on the 'what' and 'why' of adopting best practices, but also guiding them through the 'how' to achieve results. It is this critical stage of follow through that defines Up the Bar as the transformative, meaningful option for authentic and sincere professional development.

To that end, it is recommended that Up the Bar Educational Achievement expand its partnership with the Hillside School District. The goal of this partnership is to efficiently affect a cultural shift throughout each of the schools, articulating consistency and a common language that is critical to achieve the district vision of excellence and equity. The means to meeting this goal will be to provide district faculty the comprehensive training, guidance, and support that is required to Up the Bar on the level of leadership and knowledge they impart within their respective school communities.



## **Sheltered English Instruction Professional Learning Series**

Designed to establish a learning community through sustained and consistent engagement throughout the year, building trust and laying the groundwork in areas that are critical to the success of ALL students. Three full-day intensive classes for cohorts, tailored to thoroughly investigate how to strategically and thoughtfully plan for instruction so that all students have equitable access to content while developing all of their linguistic and cross-cultural skills. Emphasis is placed on implementation as teachers will be encouraged and expected to reflect on their current practices and then strategically plan SEI-infused lessons and units for the upcoming school year.

### **Day One**

#### **1a. How Well Do You KYS (Know Your Students)?**

Effectively and strategically integrating a diversity of learners into the school community requires an understanding of and an appreciation for students' backgrounds. During this intensive and highly interactive class, you will learn how to KYS – Know Your Students. You will learn how to build strong relationships with your students, which will in turn allow for more precise differentiation of instruction, which will in turn lead to greater learning and academic success for ALL of your students.

KYS topics to be explored:

- Factors affecting second language acquisition
- English language learner typologies
- Stages of second language acquisition
- Stages of Culture Shock
- The Cultural Iceberg

#### **1b. Comprehensible Input**

English language learners (ELLs) compel teachers to consider how their students can succeed in the delicate balancing act of acquiring both content and language. Engaging in the process of sheltered English instructional scaffolds, teachers learn to thoughtfully plan their lessons complete with visuals, meaningful tasks, and effective learning strategies in a culturally responsive and collaborative environment. Teachers of ELLs become stronger, more creative, and more competent as they rise to the challenge of creating equitable access to education for all of their students. As they experience the sheltered English instructional scaffolds, participants will emerge with a renewed appreciation for the richness that results from cultural diversity.





## **Day Two**

### **2a. Building Background**

Students come to school with a rich and wide array of background experiences and knowledge. The teacher considers how to leverage those experiences to increase everyone's learning potential. Additionally, critical background information must be provided in order for student to more successfully engage in and learn new material. A plethora of strategies that may be used for this purpose will be explored during this class. An emphasis will be placed on the authentic and multimodal approach to how students learn academic language for the purpose of academic discourse.

### **2b. Collaborate Like A Champ**

When students are provided with the opportunity to process and engage in critical thinking and problem solving with their peers, they are afforded the opportunity to process their thoughts in their own native language and then take the time to consider how to most effectively articulate those ideas in English. This kind of oral rehearsal serves all students, but it is especially important for English language learners. Collaborative learning fosters a culture and climate wherein a community of learners engage together and learn together. The five essential elements of collaborative learning to be explored:

- Positive interdependence
- Face-to-face interaction
- Individual accountability
- Social skills
- Team processing

## **Day Three**

### **3a. Creating & Implementing Authentic Academic Language Objectives**

Authentic access to academic language is critical to the success of English language learners. Moving beyond tips, make-and-take strategies, and vocabulary games, educators who learn how to create meaningful academic language objectives at the word, sentence, and discourse levels create optimal learning environments wherein all of their students will access content concepts, and the language associated with that content. During this class, participants will understand the value of academic language objectives and they will engage in the how-to for creating academic language objectives, including the value of differentiated scaffolding supports.



### **3b Authentic and Equitable Assessment**

Students who are acquiring content while developing the English language are accountable for learning the content concepts, but must be provided the language support they need to articulate what they have learned. That is, the curriculum should not be watered down for them, given that they are cognitively capable of learning the concepts, but linguistically may not have the English language to express themselves. Therefore, teachers need to consider options for assessing students' knowledge and skills using the English language they know. A variety of assessment options and opportunities will be explored during this class, including how all students can take ownership of their learning process by tracking their own data and learning.

### **Administrator Access**

Administrators will learn the 'Look Fors' when observing students who are actively engaged in their learning due to the conscientious implementation of research-based strategies by their inspired teachers. Administrators will adjust their collective lens as they gain clearer insight into how a classroom infused with sheltered English instructional strategies will operate, so that they may provide support and validation to teachers as they Up the Bar.

### **Services to be Provided**

**Summer SEI Professional Learning Series** - \$2,500 per day x 3 days for a cohort of up to 20 teachers

**Administrator Access** @ \$1,500 per half day - Complimentary

Total cost to district = \$7,500.



**Comprehensive Equity Plan Statement of Assurance 2023-2024**

send the signed form to your Executive County Superintendent  
by June 30, 2023

*School District, Charter School or Renaissance School Project Information School Year 2023-2024:*

Name of County: Union County

Name of School District/Charter School/Renaissance School Project: Hillside Public Schools

Address: 195 Virginia Street, Hillside, New Jersey 07205

Affirmative Action Officer (AAO): Alicia Wiltshire-King Telephone #: 908-352-7664

AAO Email: awiltshire-king@hillsidek12.org

Alternate Contact Person: Dr. David Eichenholtz Telephone #: 908-352-7664

Title: School Business Administrator/Assistant Affirmative Action Officer

Email: deichenholtz@hillsidek12.org

1. The school district, charter school or renaissance school project has reviewed its implementation strategies for school year 2022-2023 and provides assurance that the implementation timeline has been met at each school within the district, charter school or renaissance school project, if applicable. The areas of noncompliance as indicated in the CEP have met specific indicators of achievement at each site, if applicable, during this previous school year.
2. The school district, charter school or renaissance school project will continue to fully implement the NJDOE approved 2019-2022 Comprehensive Equity Plan through the 2023-2024 school year.
3. The district, charter school or renaissance school project will achieve and maintain compliance with all applicable laws, codes, and regulations governing equity in education including, but not limited to: N.J.S.A.18A:36-20; N.J.S.A.10:5; N.J.A.C. 6A:7; Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; Individuals with Disabilities Education Act (I.D.E.A.) of 1997.

**Certification:**

By signing below, the Chief School Administrator or Charter or Renaissance School Project Lead Person certifies that all statements above are true and correct:

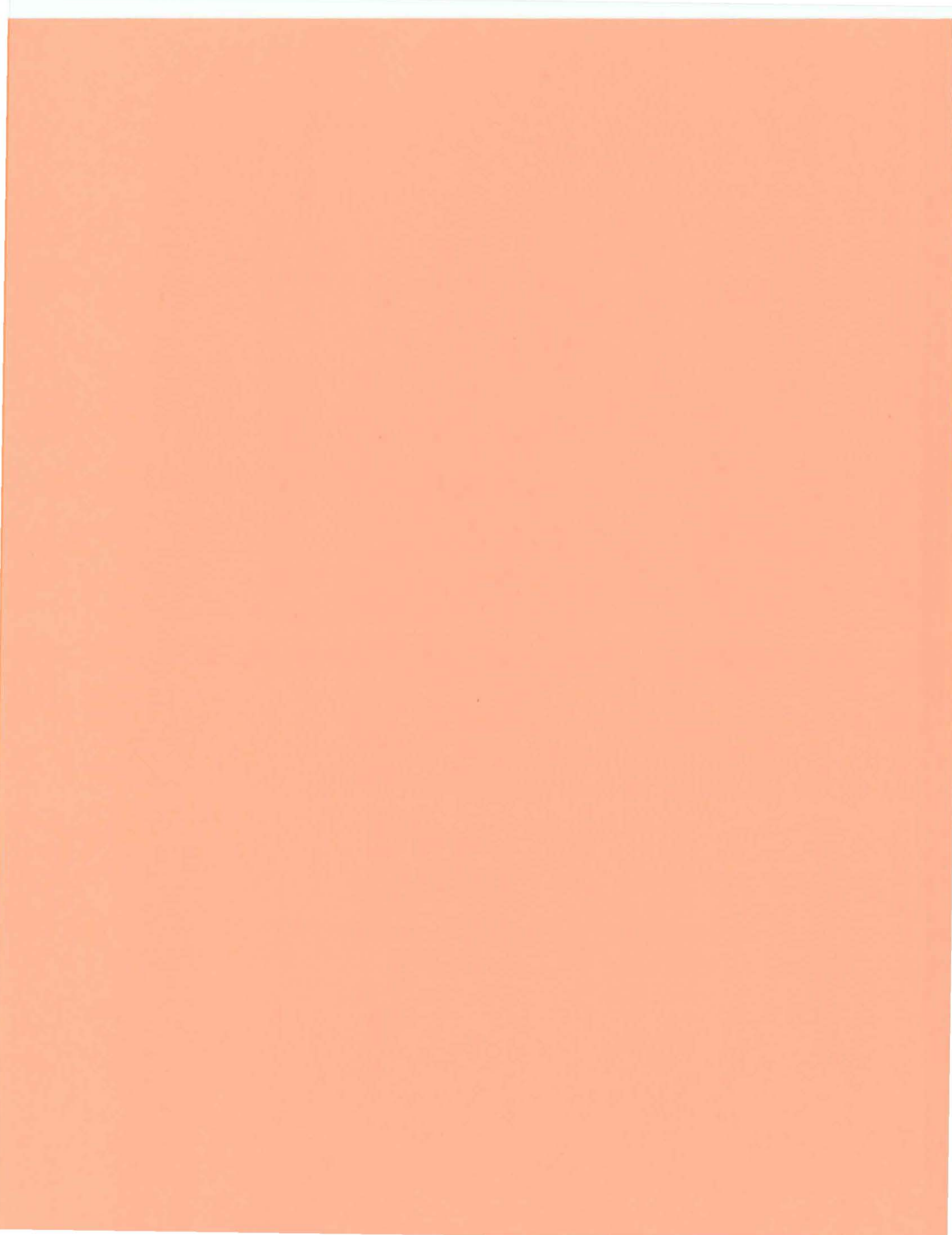
Name and Title: Erskine R. Glover; Superintendent of Schools

Signature: Erskine R. Glover

Digitally signed by Erskine R. Glover  
Date: 2023.06.23 13:25:03 -04'00'

Date: 6/23/23





**NGO Name:** School Based Mental Health Grant Program (Project Period 1 of 5)  
**NGO:** 23-BC45-H03

Division: Educational Services  
Office: Student Support Services

The following applicants have been selected for funding through a competitive scoring process in accordance with the Notice of Grant Opportunity. In addition, the program office has determined that 1) the applicants listed below are eligible to receive funds, and 2) their applications meet the intent of the NGO. The issuance of a grant award is contingent on the completion of the pre-award revision process and the availability of funds.

**Applicant**

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030440-Bogota  
031860-Hackensack  
070940-Collingswood Borough  
071780-Gloucester Township  
110997-Cumberland Regional District  
175240-Union City  
234090-Perth Amboy  
292360-Jackson Township  
294105-Pinelands Regional  
392190-Hillside Township  
395290-Union Township



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**ALL APPLICATIONS DUE BEFORE**  
**JUNE 9, 2023**



**1 Washington Park, Newark,  
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