

FI #1-11/22

PROVOST SQUARE ASSOCIATES,
INC
6 PROVOST SQUARE
CALDWELL, NJ 07006

Invoice

DATE	INVOICE #
10/27/2022	3148

BILL TO
Hillside Innovation Academy 1085 Liberty Ave. Hillside, NJ 07205

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QTY	RATE	AMOUNT
GOWNS ONLY	49	14.50	710.50
SHIPPING- Included		0.00	0.00
		Total	\$710.50

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Please sign in blue ink and print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. All original signatures are required for funding.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
 - ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Opinion of Counsel**
 - ◆ Request that your legal counsel retype Opinion of Counsel onto letterhead, sign and date it.
 - ◆ Legal counsel shall not alter the opinion. If counsel would like changes made to the opinion, they must first contact Obligee.
12. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
13. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
14. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice
2. Performance and Payment Bond listing KS StateBank as Dual Obligee Rider, if applicable
3. Legal Description where financed property is located, including Parcel ID Number
4. Flood certificate

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by March 21, 2023, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Township of Hillside Board of Education
195 Virginia Street
Hillside, New Jersey 07205

Obligee

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of December 1, 2022

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligor" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligor as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes. Equipment shall at all times remain on real property owned solely by Obligor, upon which there are no, and will be no mortgages, liens or encumbrances, except as created herein.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver to and cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGOR IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGOR A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligor as provided herein and conveyed to Obligor or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligor as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligor as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligor, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a certificate of Insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.
- (e) Obligor hereby agrees that it will purchase and maintain flood insurance if the Equipment at any time during the Contract Term is located in a special flood hazard area if flood insurance is available. Such flood insurance shall be in an amount equal to the then applicable Purchase Option Price. If the Obligor fails to purchase flood insurance as required herein, then Obligor may purchase flood insurance and Obligor will be responsible for all expenses incurred.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor. Pursuant to NIAC 5:34-3.3, absolute ownership of the Equipment will not occur until the Obligor makes all the scheduled Contract Payments or until the Obligor pays the then applicable Purchase Option Price all as set forth herein.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The

security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblgee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblgee. All of Oblgee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblgee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblgee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblgee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, assignees by Oblgee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblgee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Obligor is required to enter into a copier maintenance/service agreement. Oblgee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblgee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblgee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblgee deems necessary or appropriate to protect Oblgee's interest in the Equipment and in this Contract. Obligor shall allow Oblgee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblgee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblgee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblgee, unless Oblgee agrees in writing to an extension of time. Oblgee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblgee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblgee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Oblgee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Oblgee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Oblgee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Oblgee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Oblgee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Oblgee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Oblgee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Oblgee for all costs incurred by Oblgee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblgee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Oblgee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Oblgee to a location accessible by common carrier and designated by Oblgee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblgee all tangible items constituting such software. At Oblgee's request, Obligor shall also certify in a form acceptable to Oblgee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblgee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Oblgee by a common carrier unless the Oblgee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblgee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Oblgee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblgee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Oblgee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblgee to sell or lease it to a third party and be free of all liens. If Oblgee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblgee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblgee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Oblgee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblgee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblgee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Oblgee executed this Contract, which is on or after the date that the Obligor executes this Contract, Oblgee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Oblgee selects that is acceptable to Obligor (including Oblgee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Oblgee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Oblgee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Oblgee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Oblgee that all the down payment

funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees's satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Obligees and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Township of Hillside Board of Education

KS StateBank

Signature

Printed Name and Title

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Boxx Modular Classroom

Physical Address of Equipment after Delivery : 195 Virginia St., Hillside, NJ 07205

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$2,987,320.00
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$665,112.44	\$0.00	\$665,112.44	\$2,384,991.83
2	01-Dec-23	\$665,112.44	\$131,669.17	\$533,443.27	\$1,827,681.02
3	01-Dec-24	\$665,112.44	\$101,422.94	\$563,689.50	\$1,245,179.76
4	01-Dec-25	\$665,112.44	\$69,461.74	\$595,650.70	\$636,349.45
5	01-Dec-26	\$665,112.44	\$35,688.35	\$629,424.09	\$0.00

Township of Hillside Board of Education

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Township of Hillside Board of Education

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of December 1, 2022, between Township of Hillside Board of Education (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s):

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Township of Hillside Board of Education

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: Boxx Modular, Inc.
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: jhoffman@ksstate.bank

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

Township of Hillside Board of Education

Signature

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Township of Hillside Board of Education.

Township of Hillside Board of Education

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: Boxx Modular, Inc.

Equipment: Boxx Modular Classroom

Cost of Equipment: \$2,987,320.00

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Township of Hillside Board of Education

Signature

Printed Name and Title

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

(Date, must be on or after the meeting date listed on Exhibit D, Obligor Resolution)

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, KS 66505-0069

RE: Government Obligation Contract dated as of December 1, 2022, between KS StateBank (Obligee) and Township of Hillside Board of Education (Obligor)

Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with this Contract. Based on the foregoing, I am of the following opinions:

1. Obligor is a political subdivision of the State of New Jersey, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Obligor, and the Contract is a legal, valid and binding obligation of Obligor enforceable in accordance with its terms.
3. The real property upon which the Equipment will be placed is wholly owned by Obligor, and there are no liens or encumbrances thereon, except as otherwise created herein.
4. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public procurement laws and all other applicable state and federal laws and regulations.
5. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
6. The above opinion is for the sole benefit of the Obligee listed above and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

Signature of Legal Counsel

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Township of Hillside Board of Education
195 Virginia Street
Hillside, New Jersey 07205

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Boxx Modular Classroom
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$50,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$2,987,320.00.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: jhoffman@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Township of Hillside Board of Education

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3361168	Payment Amount \$665,112.44	Frequency of Payments Annual
Beginning Month Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Township of Hillside Board of Education	
Signature	Printed Name and Title
Tax ID Number 22-600-1989	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 11-22-2022

BILL TO:

TOWNSHIP OF HILLSIDE BOARD OF EDUCATION
ATTN: ACCOUNTS PAYABLE
195 VIRGINIA STREET
HILLSIDE, NEW JERSEY 07205

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3361168	61168-12-2022	At Closing	At Closing	\$665,112.44

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 1, 2022	PAYMENT AMOUNT: \$665,112.44
BOXX MODULAR CLASSROOM	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$665,112.44
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Township of Hillside Board of Education		2 Issuer's employer identification number (EIN) 22-600-1989	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 195 Virginia Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Hillside, New Jersey 07205		7 Date of issue 12/01/2022	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Dr. David Eichenholtz, Business Administrator/Board Secretary		10b Telephone number of officer or other employee shown on 10a (908) 352-7664	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Boxx Modular Classroom	18	3,017,193	20
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2026	\$ 3,017,193.20	\$ 2,987,320.00	2.997 years	5.592 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	3,017,193	20
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	29,873	20
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	29,873	20
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	2,987,320	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ► _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ► _____			
d	Enter the name of the issuer of the master pool bond ► _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ► _____			
c	Type of hedge ► _____			
d	Term of hedge ► _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement. ► _____			
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Date _____ Type or print name and title _____

Signature of issuer's authorized representative

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	HEvanHowe	11/22/2022		P01438994
Firm's Name ►	Baystone Financial LLC	Firm's EIN ►	48-1223987	
Firm's Address ►	10601 Mission Road, Suite 200, Leawood, KS 66206	Phone no.	(800) 752-3562	

THIRD GRADE PUBLIC SCHOOLS
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: November 30, 2022

Attachment ED#1-11/22						
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?						
Lois Bohm	Students 2 Science	November 1, 2022 East Hanover, NJ	NO COST		11/1/22	11/30/22
Cory Jones	Understanding HIB Characteristics	December 7, 2022 New Brunswick, NJ	NO COST	Cultural look at the distinguishing characteristics of HIB reports.	10/31/22	11/30/22
Rebekah Hillock	Aide Support In IEPs	December 12, 2022 MUJC New Providence, NJ	Registration \$115.00 11-000-219-580-11-00	Workshop focusing on the utilization of aides to support students as part of their school program as guaranteed by their IEPs	11/14/22	11/30/22
Yansi Galvez	Aide Support In IEPs	December 12, 2022 MUJC New Providence, NJ	Registration \$115.00 11-000-219-580-11-00	Workshop focusing on the utilization of aides to support students as part of their school program as guaranteed by their IEPs	11/14/22	11/30/22
Rebekah Hillock	Improving Social Skills for Students with Autism Spectrum Disorders	January 17, 2023 MUJC New Providence, NJ	Registration \$115.00 11-000-219-580-11-00	Workshop about practical strategies aligned with best practices, including social problem-solving curricula, video modeling, reinforcement systems & other positive supports.	11/14/22	11/30/22

Underlining indicates additions since first sent to the board.

Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: November 30, 2022

Yansi Galvez	Improving Social Skills for Students with Autism Spectrum Disorders	January 17, 2023 MUJC New Providence, NJ	Registration \$115.00 11-000-219-580-11-00	Workshop about practical strategies aligned with best practices, including social problem-solving curricula, video modeling, reinforcement systems & other positive supports.	11/14/22	11/30/22
Danielle DiSano	Improving Social Skills for Students with Autism Spectrum Disorders	January 17, 2023 MUJC New Providence, NJ	Registration \$115.00 11-000-219-580-11-00	Workshop about practical strategies aligned with best practices, including social problem-solving curricula, video modeling, reinforcement systems & other positive supports.	11/14/22	11/30/22
Diana Hanna	Improving Social Skills for Students with Autism Spectrum Disorders	January 17, 2023 MUJC New Providence, NJ	Registration \$115.00 11-000-219-580-11-00	Workshop about practical strategies aligned with best practices, including social problem-solving curricula, video modeling, reinforcement systems & other positive supports.	11/14/22	11/30/22
Melissa Ambrose	Connecting Climate Change to Curriculum	January 18, 2023 TCNJ School of Education Ewing, NJ	NO COST	Climate Change Primer, Climate Change Student Learning Standards, Empowering students to take action to address Climate Change	10/26/22	11/30/22
Diana Hanna	The Trauma Sensitive Classroom: A Non-Clinician's Guide for working with Nervous System Overwhelm	January 20, 2023 MUJC New Providence, NJ	Registration \$125.00 11-000-219-580-11-00	Workshop focusing on the neurobiology of trauma & its effect on learning. To learn core supports that can be built into any instructional environment.	10/31/22	11/30/22

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Inside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: November 30, 2022

Danielle DiSano	The Trauma Sensitive Classroom: A Non-Clinician's Guide for working with Nervous System Overwhelm	January 20, 2023 MUJC New Providence, NJ	Registration \$125.00 11-000-219-580-11-00	Workshop focusing on the neurobiology of trauma & its effect on learning. To learn core supports that can be built into any instructional environment.	10/31/22	11/30/22
Erskine Glover	Live Well, Lead Well: AASA National Conference on Education 2023	February 14-18, 2023 San Antonio, TX	Registration \$1125.00 Lodging \$1209.00	National Superintendents' Conference on Education	10/11/22	11/30/22
David Eichenholtz	Personalized Learning & Student Choice in the Classroom	December 5, 2022 Northern Valley Curriculum Center	Registration <u>\$220.00</u> <u>11-000-251-480-01-00</u>	<u>This workshop will explore several different methods of how students experience personalized learning in their classrooms.</u>	11/21/22	11/30/22
David Eichenholtz	Meeting Students Where they are & Strategies for Growth	March 23, 2023 Northern Valley Curriculum Center	Registration <u>\$220.00</u> <u>11-000-251-480-01-00</u>	<u>Participants will learn about the key elements of differentiated instruction, and tools for digital assessment, and explore resources for standards-driven learning.</u>	11/21/22	11/30/22
D. Eichenholtz Erskine Glover Halim McNeil	High Reliability Schools Summit (HRS)	January 25-27, 2023 San Antonio, TX	Registration (\$699 per x 3) \$2097.00 total	Summit includes workshops that promote learning from leading experts, experiencing a fresh perspective, impacting student achievement, and opportunities to earn CEUs.	11/18/22	11/30/22

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Inside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: November 30, 2022

<u>Matthew Ricca</u>	<u>NJCIE Inclusion Leadership Conference Winter 2022</u>	<u>December 2, 2022</u> <u>Cherry Hill, NJ</u>	<u>NO COST</u>	<u>Workshops focusing on skills & resources needed to make Inclusive education happen in our schools.</u>	<u>11/29/22</u>	<u>11/30/22</u>
<u>Rosalind Bartholomew</u>	<u>E. Brunswick HS Middle States Association Commission</u>	<u>December 5 – 8, 2022</u> <u>East Brunswick, NJ</u>	<u>NO COST</u>	<u>Serving on a Middle States Team & participating in the process of evaluating a high school seeking re-accreditation.</u>	<u>11/29/22</u>	<u>11/30/22</u>
<u>Noah Galembo</u>	<u>NJ Film/TV Teacher Conference</u>	<u>December 9, 2022</u> <u>Allendale, NJ</u>	<u>NO COST</u>	<u>Film/TV Production teachers gather to discuss curriculum, student-centered projects, software live-streaming and video competitions.</u>	<u>11/22/22</u>	<u>11/30/22</u>
<u>Erica Sala Della Cuna</u>	<u>NJ Film/TV Teacher Conference</u>	<u>December 9, 2022</u> <u>Allendale, NJ</u>	<u>NO COST</u>	<u>Film/TV Production teachers gather to discuss curriculum, student-centered projects, software live-streaming and video competitions.</u>	<u>11/22/22</u>	<u>11/30/22</u>

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Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: November 30, 2022

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Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: November 30, 2022

ED#2-11/22

ESY = Extended School Year (Summer)
Hillside Board of Education Regular Meeting November 30, 2022

ED#4-11/22

HILLSIDE SCHOOL DISTRICT

**Nursing Services Plan
2022-2023**

A.P. Morris Early Childhood Center
Deanna G. Taylor Academy
Hurden Looker Elementary School
Ola Edwards Community School
Hillside Innovation Academy
Walter O. Krumbiegel Middle School
Hillside High School

The Hillside School District consists of seven independent school complexes that serve the educational needs of regular and special education students that are registered in the Hillside School District.

The health offices of the Hillside School District serve the needs of students who require skilled nursing because of complex medical problems, or suffer from chronic illnesses requiring monitoring. Certified school nurses dispense daily or PRN medications, provide first-aid, and conduct assessments for illness complaints. Nurses also promote wellness and healthy lifestyles to enhance optimal academic performance.

The Certified School Nurses assure immunizations compliance with current state law, conduct required school health screenings, assist with doctors' medical examinations, serve on committees which assist Child Study Teams, attendance review and substance abuse concerns. As advocates for children, school nurses act as liaison between the student, school and parent. School nurses complete monthly and annual reports as required by rules, regulations and policies.

Nurses attend courses, classes and seminars in continuing education. They also maintain CPR/AED certification. The nurses work in coordination with the Hillside Health Department and assist at health fairs and clinics.

In preparing the Nursing Services Plan, it is critical to review population size, the severity of health concerns and the time requirements necessary to meet each health concern.

The formulation of the School Nursing Services Plan, pursuant to NJAC 6A:30-1.4(a) 9., provides the vehicle for delivery of health services to our students by having a professional certified school nurse and/or provisionally certified school nurse assigned to each facility. The documented rationale for the school nursing service document is a collaborative effort of professional colleagues and the school physician. It reflects the increasing medical services required by the students being educated in our district, and exceeds the original educational mandate by the State.

Emergency Management (N.J.A.C. 6A 16-2.1 (b) 2 (iii)

The Hillside Board of Education provides for emergency services as follows:

A. Acute Care Management Plan:

1. Creation and maintenance of an Emergency Management Kit ("Go-box", crash cart, etc.) for utilization in Crisis, Emergency Evacuations, or situations.
2. Cardiac or Respiratory Distress Action Plan
 - a. AED's (Automatic External Defibrillators) deployment and delegates trained
 - b. CPR trained school nurse (NJAC 6A:13.3)
 - c. Universal Precautions trained staff
 - d. CPR trained coaches/athletic trainers/teachers/staff
3. Concussion training for staff and Management or current in-service certificates for coaches, PE teachers, nurses.

B. IHP/Chronic Care Management Plans:

1. Epinephrine Auto-Injector/Anaphylaxis Action Plan
2. Asthma Action Plan
3. Asthma Nebulizer trained nurses
4. Diabetic Action Plan-Glucagon
5. Lock-Down Health Care Action Plan

C. District Crisis Management Plan:

1. Triage Action Plans are in the District Crisis Management Plan

D. Community Rescue Squad and Emergency Paramedic Services

1. Local rescue squad is available in the township. Daytime emergency services and transport will be contacted when necessary.

Definitions:

School Complex: For the purposes of assigning school nurses, the District Board of Education shall determine whether two or more buildings constitute a school complex based on the following criteria:

- Grade Levels
 - General education enrollment
 - Special education enrollment
 - Number of children medically complex or medically fragile
 - Distance between buildings
 - Type of communication system in place
-

Certified and Non-Certified School Nurses: The certified nurse functions within the licenses of the Professional Registered Nurse and School Nurse Certification, and fulfill the duties stated in accordance with the Nursing Practice Act and the policies of the Board of Education School Health Policies, in ongoing efforts to ensure the well being of students. The certified school nurse uses the nursing process which includes assessment, planning and implementation, and follow-up of nursing care in a sequential manner. The certified school nurse develops individualized health care plans and emergency care plans for each student with acute or chronic health concerns.

Health Concerns: Students whose physical and/or social-emotional conditions is uncomplicated and predictable.

- Headaches (migraines)
- Borderline hypertension
- Allergies
- Hyperventilation
- Body prosthetics
- Chronic conditions i.e., bronchitis
- Laryngitis
- Frequent complaints of body aches and pains, menstrual cramps
- Injuries – post effects
- Dental problems
- Daily medication
- Vaso vagus syndrome
- Sinusitis
- Stomach aches
- Frequent nose bleeds
- Hay fever
- Skin disorders
- Anemia
- Ear aches/otitis media
- Gastritis/urinary tract infection
- Cysts
- Upper respiratory disorders

Medically Fragile: Students with complex health care needs for whom life-threatening emergencies are possible and, therefore, require monitoring.

- Severe/serious asthmatics
 - Diabetics
 - Seizure disorders
 - Severe allergic reactions: bee stings, shell fish, peanuts, use of Epi Pen
 - Self-catheterization with supervision
 - Gastro-intestinal feeding
 - Heart surgery
 - Multiple injuries
 - Depression
 - 504 multiple disorders
-

Medically Complex: Students with medically complex concerns have unstable physical and/or emotional conditions that require daily treatments or close monitoring. The potential for a life-threatening event may exist (e.g. severe asthma with inhaler/peak flow meter, adolescent pregnancy, complex, mental, or emotional disorders).

- Adolescent pregnancy with other medical problems
- Legally blind-loss of hearing-other visual problems
- Heart, kidney, blood disorders
- Paralysis/muscle weakness with use of crutches
- Scoliosis surgery/other spinal surgery
- Fibrous dysplasia
- Asthma
- Major/serious surgical procedures
- Sickle cell anemia
- Lyme disease
- Os good-Schlatter disease
- Heart murmur
- Cataracts

Nursing Dependent: Students needing skilled nursing for survival, twenty-four hours/day, frequently one-to-one (e.g. ventilator dependent).

Nurse Assignments:

Hillside Schools

AP Morris Early Childhood Center
Deanna G. Taylor Academy
Ola Edwards Community School
Hurden Looker Elementary School
Walter O. Krumbiegel Middle School
Hillside Innovation Academy
Hillside High School

Nurse

Amy-Lynn Padlo
Roseanne Bainbridge
Samantha Ardino
Theresa Owefie
Tara Donelly
Chana Greenblatt
Patricia Kozachek

SCHOOL: A.P. Morris Early Childhood Center Identified Needs Within the School

- A. Grade Levels: PreK 3 & 4, K-1st, Special Ed. (PK-2nd grade); Little Bears included
- B. Total student population, September 2022: **653**
General Education Enrollment: **544**
Special Education Enrollment: **109**
-
- C. Preschool Students: **246**
Regular: **195**
Special Education: **51**
- D. Students with Medical Involvement: **173**
Health Concerns: **47**
Medically Fragile: **68**
Medically Complex: **20**
Nursing Dependent: **2**
- E. Employees
Regular Board of Ed. Hired Faculty & Staff: **114**
Employees with Health Concerns: **52**
- F. Additional Programs & Responsibilities: Medical secretarial duties, health alerts for staff, I&RS member, BP for staff, assist with health fair & clinics, annual reports (TB, State immunization, monthly nurses report, nursing services & OSHA Accident), BOE building, custodians & cafeteria staff care, student allergy lists for cafeteria, AED checks regularly x3 and check new staff and student-teachers for PPD's for state report. Coordinate and organize Janet's Law drills.
- G. Teaching Responsibilities: Provide ongoing health & hygiene related information on topics for staff & students as mandated or requested i.e. blood borne pathogens topics and staff mandates.
- H. Other non-nursing tasks: Call parents of children with toileting accidents. Work with PTA to present programs & speakers on relevant topics. Referral letters sent regarding health exams, immunization compliance, hearing & vision. Individual student health records are updated annually. Letters are sent to parents regarding immunizations.
- I. Multiple Buildings & Travel Time: AP Morris/ECC & Little Bears -other Hillside district schools where coverage is needed.
- J. Nursing Staff: One F/T certified school nurse & one substitute nurse at AP Morris/ECC.
- Nurses in this building are CPR/AED certified.

SCHOOL: Deanna G Taylor Academy
Identified Needs Within the School

A. Grade Levels: 2nd - 6th grade

B. Total student population, September 2022: **211**
General Education Enrollment: **181**
Special Education Enrollment: **30**

C. Preschool Students: **0**

D. Students with Medical Involvement: **76**
Health Concerns: **54**
Medically Fragile: **3**
Medically Complex: **19**
Nursing Dependent: **0**
Epi-Pens ordered for students: **3**

E. Employees: Regular Board of Ed. Hired Faculty & Staff: **35**
Privately Contracted Staff: **2**
Employees with Health Concerns: **8**

F. Additional Programs & Responsibilities: Nurse provide student screenings per guidelines, chart on health records. Maintain a list of medical concerns and food allergies. Inform classroom teachers of students with concerns. Alert teachers and cafeteria of food allergies. Complete reports: monthly and annually for the district and other agencies. Additional health information may need to be required for I&RS forms. Monitor AEDs in building and assist in the medical needs of the school, students, staff or visitors. Provide first aid as needed. Communicate with physicians when necessary. Participate with assigned committees and school drills.

G. Teaching Responsibilities: Provide information to staff on health-related topics. Work with staff to become epi-pen delegates.

H. Other non-nursing tasks: Communicate with parents about screening results. Remind parents when immunization may be required to maintain in compliance with State regulations. Discuss any pertinent questions related to a student. Assist the Hillside Health Department during the health fair.

I. Multiple Buildings & Travel Time: Nurse provides coverage at other schools for emergencies if necessary.

J. Nursing Staff: One certified school nurse (RN/CSN).

Nurse in this building is CPR/AED certified

SCHOOL: Hurden Looker Elementary School

Identified Needs Within the School

A. Grade Levels: 2nd – 6th grade

B. Total student population, September 2022: **378**
General Education Enrollment: **326**
Special Education Enrollment: **52**

C. Preschool Students: **0**

D. Students with Medical Involvement: **185**
Health Concerns: **102**
Medically Fragile: **14**
Medically Complex: **69**
Nursing Dependent: **0**
Epi-Pens ordered for students: **1**

E. Employees

Regular Board of Ed. Hired Faculty & Staff: **61**
Privately Contracted Staff: **3**
Employees with Health Concerns: **25**

F. Additional Programs & Responsibilities: Review medical records of new registrants & refer for vaccines & TB testing. Complete emergency plans for students with diabetes, asthma, seizure disorder and other health care needs. Yearly health screenings of students' height, weight, blood pressure, vision, hearing and scoliosis screening. COVID-19: Evaluate students and staff for symptoms and exposures, contact tracing, advisement of isolation and quarantine timeframes. Monthly & State reports completed and sent to appropriate agencies. Other duties include: AED checks regularly, information & counseling offered to IR&S team members, assist with health fair & clinics, allergy lists to cafeteria via meal plus and to teachers. Check PPDs of new staff & students when necessary and participate in school safety team monthly meetings.

G. Teaching Responsibilities: Provide ongoing health & hygiene related information on topics to staff & students. In-services given to staff as mandated or requested on topics such as: blood borne pathogens, asthma, diabetes, seizure disorders, DCPD and Epi-pen training and glucagon delegation.

H. Other non-nursing tasks: Referrals letters sent regarding health exams, immunization compliance, dental & vision throughout year. Individual student health records updated annually. Call parents of children with toileting accidents. Responsible for attendance for students absent from school two or more days and entering medical excuses in Genesis.

I. Multiple Buildings & Travel Time: Nurse provides coverage at other schools for emergencies if necessary.

J. Nursing Staff: One certified school nurse (RN/CSN).

Nurse in this building is CPR/AED certified

SCHOOL: Ola Edwards Community School

Identified Needs Within the School

A. Grade Levels: 2nd – 6th grade

B. Total student population, September 2022: **385**

General Education Enrollment: **333**

Special Education Enrollment: **52**

C. Preschool Students: **0**

D. Students with Medical Involvement: **152**

Health Concerns: **83**

Medically Fragile: **42**

Medically Complex: **27**

Nursing Dependent: **0**

Epi-Pens ordered for students: **8**

E. Employees

Regular Board of Ed. Hired Faculty & Staff: **62**

Privately Contracted Staff: **3**

Employees with Health Concerns: **11**

F. Additional Programs & Responsibilities: The nurse does all in-services and State reports. I&RS team member, Safety and HIB Team, Beautification and Safety team, Community Involvement committees, monthly and state reports, and counseling. Assist in annual Hillside Health Fair/Clinics. Coordinate the CERT-Code Blue Team. Assists in sport physicals.

G. Teaching Responsibilities: Faculty in-services OSHA requirements, child abuse/neglect, Epi-pen training, blood borne pathogens, choking asthma, and others as determined by needs of staff/students/district.

H. Other non-nursing tasks: As determined by administration (i.e. cover class or office in an emergency situation). Medical secretarial duties. Referrals letters are sent regarding; health exams, health screenings and immunization compliance.

I. Multiple Buildings & Travel Time: Nurse provides coverage at other schools when needed.

J. Nursing Staff: One emergency certified school nurse.

Nurse in this building is CPR/AED certified

SCHOOL: Walter O. Krumbiegel Middle School
Identified Needs within the School

- A. Grade Levels: 6th, 7th, & 8th grade
- B. Total student population, September 2022: **378**
General Education Enrollment: **304**
Special Education Enrollment: **74**
-
- C. Preschool Students: 0
- D. Students with Medical Involvement: **166**
Health Concerns: **56**
Medically Fragile: **17**
Medically Complex: **93**
Nursing Dependent: **0**
- E. Employees
Regular Board of Ed. Hired Faculty & Staff: **64**
Privately Contracted Staff:
Employees with Health Concerns:
- F. Additional Programs & Responsibilities: Monthly and State reports, Crisis Team and I&RS Team member
- G. Teaching Responsibilities: Staff in services, informal teaching and counseling.
- H. Other non-nursing tasks: Medical secretarial duties.
- I. Multiple Buildings & Travel Time: Nurse provides coverage at other schools when nurses are absent and for emergencies. Travel time depends on location.
- J. Nursing Staff: 1 nurse is a full-time certified school nurse. CPR/AED and Epi-pen trained.

Nurse in this building is CPR/AED certified