

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION**  
**CHAPTER 226 NONPUBLIC SCHOOL NURSING SERVICES AGREEMENT**  
**2020-2021**

This AGREEMENT made this 9th day of June, 2020, by and between the BOARD OF EDUCATION OF Westfield in the County of Union, New Jersey (hereinafter the "Board" or "District"), located at 302 Elm Street, Westfield, New Jersey 07090; and the UNION COUNTY EDUCATIONAL SERVICES COMMISSION (hereinafter the "Commission"), located at 45 Cardinal Drive, Westfield, NJ 07090

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

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

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

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

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

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

- I. The terms and conditions of this Agreement shall be in effect from July 1, 2020 through June 30, 2021, it being understood that actual student services will not be provided during the summer recess.
- II. A. The Commission agrees to provide the Board with the following services, within the limitation of funds allocated by the NJDOE, for pupils enrolled full-time in the nonpublic school:
  1. assisting with medical examinations, including dental screening;
  2. conducting audiometric screening;
  3. maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized;
  4. conducting scoliosis examinations of pupils between the ages of 10 and 18; and
  5. extending emergency care for students who become injured or ill at school or during participation on a school team or squad when a Commission-provided nurse is on duty at the location.
- B. To the extent additional funds remain available after the provision of the above-referenced services, and within the limit of remaining funds available, the nonpublic school students will be provided with additional medical services as agreed upon by the District, the nonpublic school, and the Commission, which may include the purchase of equipment,

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

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

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

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

ACCEPTED AND APPROVED:

(Please Print Board of Education Name)

UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION

Westfield Board of Education

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Board President

Board President

Witness:

Witness:

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Board Secretary

Board Secretary

Date: June 9, 2020

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