



**ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
CHAPTER 226 LAWS OF 1991 NURSING SERVICES AGREEMENT
FOR THE 2024-2025
SCHOOL YEAR**

THIS AGREEMENT entered into this **25th day of March, 2024** by and between the ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION (“ERESC”) with principal offices located at 333 Fairfield Road, Fairfield, New Jersey 07004; and **NEWARK** (“The District”) with principal offices located at 765 Broad Street, Newark, N.J. 07102 (collectively the “Parties”) for services provided from **July 1, 2024 through June 30, 2025**.

WHEREAS, the ERESC provides Nursing Services to Nonpublic school students; and

WHEREAS, the District requested that the ERESC provide Nursing Services to its students; and

WHEREAS, the ERESC and the District have reached agreement for the provision of Nursing Services and seek to memorialize that agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall be in full force and effect from July 1, 2024 through June 30, 2025.
2. **Services.**
 - A. The ERESC will employ or [provide non-employee contractors] as Registered Nurses to administer health services to District Nonpublic schools as outlined in Chapter 226 Laws, of 1991. Services will be provided at the following school locations:
 - B. The number of hours that Nurses shall be assigned to the District’s schools shall be determined by the allocation of State funding for each school.
 - C. The Nursing Services include, but are not limited to, the following:
 - i. Maintenance of student health records;

- ii. Notification of local health officials should any student(s) fail to be properly immunized;
- iii. Assistance with student medical examinations, including dental screenings;
- iv. Vision and hearing screenings;
- v. Scoliosis screenings-examinations of students between the ages of 10 and 18 for the condition known as scoliosis;
- vi. The District Board of Education is required to adopt written policies and procedures extending emergency medical care to Nonpublic school students The District Board of Education is required to adopt written policies and procedures extending emergency medical care to Nonpublic school students.
- vii. Provide medical equipment for the above services as needed, including scale, blood pressure machine, lighted eye screening box, audiometer, etc. within the limits of the individual Nonpublic school's state allocated funding; and
- viii. Provide medical supplies such as rubber gloves, tongue depressors, thermometers, emergency first aid kits, etc. within the limits of the individual Nonpublic school's state allocated funding.

ERESC will assist the District in meeting all state reporting requirements and will work in conjunction with the District to prepare for the Department of Education monitoring of allocated nonpublic nursing funds under Chapter 226, Laws of 1991.

3. Billing and Payment.

- A. ERESC shall provide the District with a monthly invoice which shall include the total cost for services rendered in the previous month. The backup documentation will include the name(s) of the school(s), number of students, State-established rate and total cost;
- B. The District shall remit payment in full to the ERESC within thirty (30) calendar days of receipt of the invoice. Failure to promptly pay such bill shall result in a daily penalty of one percent (1%) of the invoice amount for each day the payment is late;
- C. The total cost of this Agreement shall not exceed the total state allocation of funds awarded to District for the purpose of providing health services to Nonpublic schools in accordance with Chapter 226 Laws, of 1991; and
- D. Any perceived inaccuracies on any invoice must be brought to the attention of the ERESC Supervisor of Nursing within 14 days of receipt of invoice.

4. Termination. This Agreement may be terminated by either party upon thirty (30) days written notification. In the event of termination, the ERESC shall be entitled to payment for services rendered up to the effective date of termination.

5. Professional Conduct and Compliance with Laws. Both Parties shall comply with any and all Federal, State or local laws in effect and with all District policies, procedures, rules and regulations

applicable under this Agreement and otherwise in the course of respective performances under this Agreement. ERESO shall render the Services in accordance with all applicable professional standards, including the standards of licensure for each professional owner or employee of ERESO, and hereby certifies that all such licensed professional owners, employees, agents and assigns of ERESO hold all licenses necessary to perform the Services, that all such licenses are valid, unexpired and in good standing, and that the holders of all such licenses are fully compliant with all federal, state and local licensure requirements including, but not limited to continuing education requirements.

6. **Access to Records/Maintenance of Records.** ERESO agrees that at any time during the term of this Agreement, the District or its designee shall have access to all books and records, documents, and papers which are related to this agreement for the purpose of conducting an audit, examination, securing an excerpt and/or transcription.
7. **Certifications, Licenses, Permits and Approvals.** ERESO shall obtain and maintain all certifications, licenses, permits and approvals as required by State and federal law that are necessary to perform the services under this Agreement. ERESO shall supply the District with proof of all such certifications, licenses, permits and approval prior to implementation of this Agreement. ERESO represents that any personnel provided by it for services under this Agreement are certified and licensed in accordance with State law to perform the services under this Agreement. If any said certifications, licenses and/or permits are revoked or put in jeopardy of being revoked, ERESO shall notify the District immediately.
8. **Liability Insurance.** ERESO will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at ERESO's sole expense, all insurance required by state or federal law, including but not limited to the following policies in at least the following coverage amounts:
 - A. Commercial General Liability (including contractual liability)
 - i.\$1,000,000 per occurrence
 - ii.\$2,000,000.00 general aggregate annual limit
 - iii.\$1,000,000.00 per occurrence for personal and advertising injuries
 - B. Worker's Compensation
 - i.\$1,000,000 per accident for bodily injury by accident
 - ii.\$1,000,000 per employee for bodily injury by disease
 - C. All other insurance required by state or federal law.

All policies (except Workers' Compensation) must name District as an Additional Insured. A Waiver of Subrogation in favor of District and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements must be provided to District prior to commencement of any services under this Agreement. If a policy contains deductible provisions, ERESO will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against District and District's officers, employees, agents and representatives.

Upon District's request, ERESO will supply evidence of such insurance to District prior to performing services.

9. **Disputes and Choice of Law.** The Parties will make good faith efforts to resolve any disputes concerning this Agreement prior to commencing litigation. The laws of the State of New Jersey will govern all rights, duties, and obligations arising from or relating in any manner to this

Agreement, without regard to conflict of laws and principles. Any and all claims arising from or relating to this Agreement will be heard in the Essex County Superior Court.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated by this Agreement and supersedes all prior agreements and understandings between the parties with respect to such transaction. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute only one and the same instrument.
11. **Documentation and Recordkeeping.** Both Parties shall maintain documentation as necessary to establish they are meeting their obligations pursuant to this Agreement and such other standards that may apply.
12. **Criminal Background Check.** Each individual who is assigned to perform the Services under this Agreement will be an independent contractor, agent or employee of ERESO or an employee of a subcontractor engaged by ERESO. ERESO is responsible for the performance of all individuals performing the Services under this Agreement. ERESO shall conduct an appropriate criminal history review of all employees or subcontractors who may have contact with students in the course of providing the services hereunder. ERESO will not knowingly assign any individual to provide services who has a history of criminal conduct unacceptable for a school setting, including violent or sexual offenses. District reserves the right to require ERESO's employees or subcontractor employees to submit to a criminal background check, which may include a mental health history check.
13. **Confidentiality of Student Records.** Access to student education records is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, et seq., the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501-6506, and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that ERESO has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Further, ERESO agrees that it shall not use education records except as necessary for performance under the Agreement. ERESO shall not disclose education records to any third party unless required by law or judicial/administrative order.
14. **Mutual Indemnification.** The Parties will indemnify and hold each other harmless as well as each Party's officers, employees, supervisors, agents, attorneys, assigns, volunteers and representatives from all claims, demands, causes of action, and judgments, including compensatory, punitive, consequential and special damages, and reasonable attorney's fees, and for any excises, fines, and penalties; for supplies, services, or merchandise purchased; and for injury or death of any person or damage to property that results directly or indirectly from the negligent, willful or intentional acts or omissions of either Party or any of its officers, agents, employees or assigns arising from or related to the performance of this Agreement. The restrictions and obligations under this Section will survive the expiration or termination of this Agreement, but only for those events arising under this Agreement.
15. **Affirmative Action/Equal Employment.** During the performance of this Agreement, both Parties agree to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Service Contracts and Equal Opportunity for Individuals with Disabilities language promulgated by the Division of Local Government Services of the Department of Community Affairs.

16. **Severability.** Each provision of this Agreement shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
17. **Modifications and Amendments.** Any and all modifications to the terms of this Agreement must be memorialized in writing, approved and executed by each party's governing body.
18. **Default.** Any default of this Agreement shall permit either Party to terminate this Agreement in accordance with Paragraphs 5, except for those events triggering immediate termination.
19. **Ratification.** The provisions of this Agreement are subject to and contingent upon approval by both the District and the ERESC. Certified copies of the approved ratification resolution shall be affixed to this Agreement.
20. **Waiver.** No waiver by either Party of any default in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed shall be or be construed to be a waiver of any other or subsequent default in performance of any of the said terms, covenants and conditions of this Agreement.
21. **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
22. **Severability.** Each provision of this Agreement shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
23. **Contract Monitor.** Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the following individuals:

For the ERESC:

For the District:

Karen Husser

Name

Supervisor

Title

333 Fairfield Road

Address

Fairfield, NJ 07004

City, State, Zip Code

973-405-6262 ext. 214

Phone Number

k.husser@eresc.com

E-mail Address

Name

Title

Address

City, State, Zip Code

Phone Number

E-mail Address

24. **Counterparts.** This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT** to be duly executed as of this _____ day of _____, 2024.

**ESSEX REGIONAL EDUCATIONAL
SERVICES COMMISSION**

BOARD OF EDUCATION

Board President
Date:

Board President
Date:

Business Administrator/Board Secretary
Date:

Business Administrator/Board Secretary
Date:

Any alteration of this Agreement/Contract is expressly prohibited without the written consent of the Essex Regional Educational Services Commission.

The Essex Regional Educational Services Commission is an Equal Opportunity Employer (EOE) and as such, is governed by the employment goals promulgated by federal and state regulations.

Rev. and approved by SJM 3/28/2024