

EDUCATIONAL  
SERVICES  
COMMISSION

**ESC**

Hunterdon County

**Hunterdon County Educational Services Commission**

37 Hoffmans Crossing Road  
Califon, New Jersey 07830

Phone: (908)439-4280 Fax: (908) 975-3753

*Marie B. Gorey, Superintendent  
Corinne Steinmetz, SBA/Board Secretary*

**AGREEMENT**

THIS AGREEMENT (the "Agreement"), dated March 15, 2017 is between the Hunterdon County Educational Services Commission Board of Education, with its principal offices located at 37 Hoffmans Crossing Road, Califon, County of Hunterdon, New Jersey 07830, (the "HCESC"), and the **Board of Education of the Franklin Township School District**, with its principal offices located at 226 Quakertown Road Quakertown, County of Hunterdon, New Jersey 08868, (the "School District"), (the HCESC and School District collectively, the "Parties").

WHEREAS, the School District desires to retain the services of the HCESC to provide **teacher assistants** to the School District;

WHEREAS, the HCESC is prepared to and desires to provide the Services to the School District;

WHEREAS, the Parties are desirous of memorializing the terms of their agreement for the Services.

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

**I. PARTIES; PURPOSE OF AGREEMENT; SERVICES; TERM; TRANSITION**

1. HCESC is an agency authorized by statute and regulation to provide programs and services to public school districts, including the School District.

2. Subject to the terms and conditions set forth herein, HCESC agrees to provide teacher assistant services ("the Services") required by the School District, commencing July 1, 2017, or as determined by school calendar, through August 30, 2017 for Extended School Year and September 1, 2017 through June 30, 2018 for regular school year. The School District agrees to pay HCESC for such services and preparation therefore in accordance with the terms set forth herein.
3. HCESC shall be an independent contractor and shall retain primary control and responsibility for hiring, training and supervising its employees and agents, subject to the remaining terms of this Agreement. The HCESC recognizes the need for the School District to be consulted in the above mentioned activities.
4. HCESC acknowledges that it has been provided with information as to the approximate number of teacher assistants currently employed by the School District, and their hours of services, but understands that the exact number of teacher assistants and hours will vary from year to year, and may also be adjusted from time to time during the school year.
5. The term of this Agreement shall be from the date set forth above to the last day of the 2017-2018 school year. The Agreement may be extended by mutual agreement.

## II. RESPONSIBILITIES OF THE HCESC

1. HCESC agrees to provide the Services to the School District in accordance with the terms of this Agreement. "The Services" under this Agreement shall include the provision of teacher assistant's primary management responsibilities for recruiting, training, hiring, employing, evaluating, supervising, scheduling and assigning such staff in consultation with the School District.
2. Billing for the Services shall be effective as follows:  
EXTENDED SCHOOL YEAR (July 1, 2017 - August 30, 2017, or as determined by district calendar)

HCESC shall bill the School District at a rate of Twenty-five dollars and fifty cents (\$25.50) per hour, per teacher assistant, at a minimum of two (2) hours per day.

REGULAR SCHOOL YEAR (September 1, 2017 - June 30, 2018)

HCESC shall bill the School District Twenty-five dollars and fifty cents (\$25.50) per hour, per teacher assistant. The district will be charged monthly, based on the total number of teacher assistant's X hours per day per teacher assistant X actual number of days worked; as it is already agreed that substitutes will be the responsibility of the district and HCESC will not charge for any days a teacher assistant is not working.

Benefits (July 1, 2017 - June 30, 2018)

HCESC shall bill the School District the actual benefit and opt-out costs, per Teacher Assistant, on a monthly basis.

3. This agreement does not preclude a TA from participating in district provided staff development/in-service programs on extended school days. It is understood and agreed that this compensation is inclusive of all expenses, direct and indirect, including but not limited to employee compensation, payroll taxes, and insurance, overhead and management responsibilities. In addition, HCESC will bill the School District at the same hourly rates for any time spent by HCESC teacher assistants in initial or ongoing training during the term of this Agreement.
4. The teacher assistants provided by the HCESC are employees of the HCESC and shall not be considered to be employees of the School District. HCESC shall have authority to recruit, train, hire, discipline, evaluate, supervise, schedule and assign any teacher assistant, but shall consult with and consider any input offered by the School District with respect thereto. The Parties agree to work cooperatively in setting up a mechanism for communicating and providing such input.
5. It is required by the HCESC that the School District inform the HCESC as soon as possible of any issues or concerns regarding employee performance to permit a *Corrective Action Plan* to be developed, implemented and

evaluated for a minimum of 30 (thirty) school days. If the school district wishes to terminate an employee, they are responsible for payment in lieu of notice, if applicable, as guaranteed to the employee in the HCESC employment contract.

6. HCESC shall have the obligation to provide (a) initial training of at least four hours to all persons hired who do not have previous experience as a teacher assistant; and (b) periodic and ongoing in-service training of at least four hours per year to all teacher assistants thereafter. HCESC shall be entitled to bill the School District for 100% reimbursement for the out of pocket costs (including trainer compensation) of such training as provided by HCESC or as recommended by the SCHOOL DISTRICT. The HCESC shall also have the option to utilize training programs operated by the School District for its staff. In the event HCESC avails itself of this option, the School District agrees to allow persons employed by HCESC as teacher assistants to attend its' training programs at no cost to HCESC.
7. The HCESC shall provide and maintain records, logs and reports in connection with the services provided herein in accordance with all federal, state and local laws and regulations, and all of the School District's Policies and Regulations, including but not limited to, those pertaining to confidentiality of student records.
8. HCESC is responsible for providing teacher assistants in accordance with the schedule of needs furnished by the School District. The SCHOOL DISTRICT shall be responsible for hiring a substitute when a teacher assistant is absent. The cost of these substitute services shall be paid by the School District.
9. The HCESC shall provide the Services to all persons regardless of disability, race, creed, color, gender, social or economic status, religion, national origin or sexual orientation.
10. The HCESC shall ensure equal employment opportunities for all persons and shall prohibit discrimination in employment because of gender, race, color, creed, religion, disability, domicile, marital status, national origin, sexual orientation, gender identity and expression, and nationality. The HCESC shall prohibit

sexual harassment of staff members and students by its employees.

11. The HCESC shall ensure that each consultant, agent, servant, officer and/or employee rendering Services pursuant to this Agreement has undergone a physical examination in accordance with the applicable laws and regulations, including, but not limited to N.J.A.C. 6A:32-6.3.
12. Each **Teacher Assistant/Personal Assistant** must have a minimum of 60 college credits/Substitute Certificate and/or take and pass the PRAXIS State Assessment and must be highly qualified for the position to which they are assigned.
13. Each consultant, agent, servant, officer and/or employee employed by the HCESC to provide the Services pursuant to this Agreement shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5. and shall furnish the District with verification of the same and appropriate clearance from the Department of Education.
14. The HCESC will assign a contact person to provide overall supervision, coordination and communication in connection with the Services.
15. The HCESC shall provide liability coverage in the minimum amounts of One Million Dollars (\$1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per accident, whereby the insurance shall name the School District as an additional insured and cover any and all liability arising out of and/or related to the HCESC's rendering of the Services set forth herein to the School District. The HCESC shall furnish the School District with a copy of the certificate of insurance prior to the rendering of the Services.
16. The HCESC shall indemnify and hold harmless the School District, its board members, agents, servants, officers and employees from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein provided by the HCESC pursuant to this Agreement, if said claims, liability, damages

and/or expenses are caused by any error, omission, negligent or intentional act of the HCESC, its consultants, agents, servants, officers and/or employees.

### III. RESPONSIBILITIES OF THE SCHOOL DISTRICT

1. The School District agrees to purchase the Services for the 2017-2018 school year from the HCESC in accordance with the formula set forth in Section II.2 above, and to pay the amounts set forth in Section II.3 for training and in-service.
2. The School District shall pay the HCESC in full for the provision of the Services within forty-five (45) days of receipt of an invoice/bill from the HCESC.
3. Teacher Assistants will be provided with all relevant information applicable to individual students' needs by the School District.
4. The School District will work collaboratively with the HCESC on evaluations and observations using agreed upon forms and procedures.
5. The School District will assign a contact person to handle coordination and communication in connection with the Services.
6. The School District shall indemnify and hold harmless the HCESC, its board members, agents, servants, officers and employees from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of the School District, agents, servants, officers and/or employees.

### IV. MISCELLANEOUS

1. This Agreement may be terminated for convenience upon at least ninety (90) days written notice by either Party. All written notices affecting termination must be delivered by certified or registered mail to the Parties' addresses referenced above. The date of deposit of any

notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the date of delivery thereof. This Agreement may be terminated for cause on 10 days notice.

2. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision which shall continue in full force and effect
3. The various rights and remedies of the Parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.
4. This Agreement represents the entire agreement between the Parties. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the Parties unless reduced to writing and signed by both Parties.
5. This Agreement is subject to any and all federal, New Jersey State and local statutes and laws, municipal ordinances and all regulations promulgated by any agency of the federal and state government.
6. This Agreement is subject to approval by the respective governing bodies of the School District and the HCESC. The respective officers, by their signatures below, represent that the Agreement has been formally approved by their respective governing body, and that they are authorized to execute same on behalf of the governing body.

**SIGNATURES AND AUTHORIZATIONS APPEAR ON THE NEXT PAGE.**

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the date specified below.

WITNESS:

**FRANKLIN TOWNSHIP SCHOOL DISTRICT**

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\_\_\_\_\_

Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DR. CAROL FREDERICKS  
Superintendent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS:

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION BOARD OF EDUCATION**

\_\_\_\_\_

CORINNE STEINMETZ  
Board Secretary

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CHARLES MILLER  
Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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CORINNE STEINMETZ  
Board Secretary

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MARIE B. GOREY  
Superintendent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_