

**HUNTERDON COUNTY EDUCATIONAL SERVICES
COMMISSION
CHILD STUDY TEAM CONTRACT AGREEMENT
SUMMER 2014**

District: **Franklin (H) Public School**
Contact Person: **Dr. Carol Fredericks**

This agreement includes a CST Case Manager/School Social Worker, LDT-C and School Psychologist will be available for CST services as needed for the length of this contract.

REQUIRED/REQUESTED SERVICES	
<p>-Time needed during 2014 summer- 6 hr per day, per person. It is expected that CST services will be needed during the summer for case management/social history interviews/meetings with parents: up to 12 days. Services will be billed as actual services rendered.</p>	<p>\$510.00 per day/per person Or \$90.00 per hour per person</p>
<p>-Administrative Support-<u>at District Request</u>-<u>Director/Supervisor of Special Education Services-if needed, for consultative services (this cost is not added due to absence of CM/SSW). HCESC is not serving as the Supervisor or Director of Special Services.</u> District has an employee that is responsible for the operational requirements of this position.</p>	<p>\$120.00 per hour</p>

Location of service: Franklin (H) Public School/approved out of district placement for FTS students.

Start date: 6/25/14 End date: 8/31/14

District Approval: _____ Date: _____

HCESC Approval: _____ Date: _____

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION
CHILD STUDY TEAM CONTRACT AGREEMENT
School Year 2014-2015**

This contract is entered by Franklin-Hunterdon County and the Hunterdon County Educational Services Commission for the provision of Child Study Team services from June 26, 2014 through August 31, 2014.

All Service Providers shall be appropriately certified by the Department of Education, State of New Jersey.

- A. The HCESC will provide State of NJ Department of Education certificated CST members (Social Worker, LDT-C, School Psychologist) for the life of this contract. CST member(s) will provide all required services as per code, including meetings, evaluations, determination of eligibility, case management, IEP development.
- B. OT/PT, BCBA, Teacher of Students with Disabilities/Teacher of the Handicapped and CST Secretarial services are not affiliated with nor the responsibility of the HCESC and are contracted solely by Franklin Township (H) School District.
- C. The HCESC will provide a billing statement, at the end of each month, for the previous month's services. Payment is due by the 10th day of month. If Franklin Township (H) BOE is in arrears by two (2) months, the HCESC reserves the right to place all services, including any service in process, on hold until payment in full is received.
- D. If the contract is not renewed for 2015-2016 by either party, any open invoices must be paid in full prior to the HCESC releasing any/all confidential student information to a new provider.
- E. The public school will provide an appropriate and private area for confidential evaluations and meetings. The maintenance of the area shall be the responsibility of the public school.
- F. The public school will inform the CST member(s) of snow days, school closings and any other days the children and/or school are not available for services.
- G. The fee schedule for the cost of services is attached.
- H. If an employee or consultant of the Hunterdon County Educational Services Commission (HCESC) is employed by the Franklin Township (H) BOE independently of the Hunterdon County Educational Services Commission within one (1) year of the termination of this contract, the school agrees to pay the HCESC a placement or finder's fee equal to 50% of the employee's or consultant's projected first year's gross income. This fee will be paid to the HCESC within 30 days of the start date.
- I. Either party may terminate any agreed upon service listed in this contract by providing 30 days written notice of intent, which is mailed to the business address, provided here in. This contract is subject to renewal for the 2014-2015 school year.

J. INDEMNIFICATION: The School District agrees to indemnify, defend and hold harmless HCESC from and against any and all claims, penalties, demands, causes of actions, damages, losses. Liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to District obligations pursuant to this agreement, except to the extent attributable to the gross negligence or willful misconduct of HCESC, its agents, representatives, officers, or employees. This section shall survive the termination of this agreement and the completion of the parties' duties under this agreement. The school district agrees to attach proof of insurance to said contract to be held on file at the HCESC.

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

WITNESS: FRANKLIN TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION

Board Secretary/
Business Administrator

BY: _____
Board President

Dated: _____ Dated: _____

School Business Administrator
Board Secretary

BY: _____
Superintendent

Dated: _____ Dated: _____

WITNESS: HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION
BOARD OF EDUCATION

CORINNE STEINMETZ
Board Secretary

BY: _____
CHARLES MILLER
Board President

Dated: _____ Dated: _____

CORINNE STEINMETZ
Board Secretary

BY: _____
Marie B. Kisch
Superintendent

Dated: _____ Dated: _____

AGREEMENT

THIS AGREEMENT (the "Agreement"), dated June 13, 2014 is between the Hunterdon County Educational Services Commission Board of Education, with its' principal offices located at 51 Sawmill Road, Lebanon, County of Hunterdon, New Jersey 08833, (the "HCEC"), and Franklin (Hunterdon) Township School District, with its principal offices located at 226 Quakertown Rd., Quakertown, NJ 08868, (the "School District"), (the HCEC and School District collectively, the "Parties").

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

WHEREAS, the HCEC 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. HCEC 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, HCEC agrees to provide teacher assistant services ("the Services") required by the School District, commencing June 30, 2014 and ending the last day of the 2014-2015 school year calendar for students. The School District agrees to pay HCEC for such services and preparation therefore in accordance with the terms set forth herein.
3. HCEC 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 HCEC 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. HCESC warrants that it is able to and will provide sufficient persons to fulfill the requirements of the School District for the Services.
5. The term of this Agreement shall be from the date set forth above to the last day of the 2014-2015 school year calendar for students. 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 September 30, 2014 at the 2014-2015 approved rates, HCESC shall bill the School District at a rate of Twenty-five dollars and thirty-cents (\$25.30) per hour for teacher assistants who work an average of 29 hours per week or less, or, Thirty-one dollars and forty cents (\$31.40) per hour for teacher assistants who work an average of 30 hours per week or more, per teacher assistant, billing at a minimum of two (2) hours per day. This 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.

3. 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. The School District or its' authorized representative shall have the right to require the removal or discharge of any teacher assistant employed by HCESC for continued unsatisfactory performance or conduct unbecoming or other just cause, provided that the demand to do so is submitted in writing to the HCESC and sets forth an adequate factual basis for the demand.

4. 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). The School District will be billed for an additional 10 days after termination notice is given by the HCESC to the employee, as required in the employee contract with the HCESC, if the HCESC is not notified immediately and updated regularly of any School District issues or concerns.

5. 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.

6. 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 Districts' Policies and Regulations, including but not limited to, those pertaining to confidentiality of student records.
7. 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 services shall be paid by the School District.
8. 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.
9. 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, disability, nationality and sex. The HCESC shall prohibit sexual harassment of staff members and students by its employees.
10. 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. Each **Teacher Assistant** must have a minimum of 60 college credits/Substitute Certificate and must be highly qualified for the position they are assigned to. Each **Personal Assistant** must have a high school diploma, and a minimum of three (3) years of experience as a Personal Assistant working with a special needs child. In addition, the **Personal Assistant** must take and pass the PRAXIS State Assessment for a Personal Assistant.
11. 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.

12. The HCESC will assign a contact person to provide overall supervision, coordination and communication in connection with the Services.

13. 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.

14. 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 2014-2015 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.5 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 subjected 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

Board Secretary/
Business Administrator

BY: _____
Board President

Dated: _____

Dated: _____

School Business Administrator
Board Secretary

BY: _____
Superintendent

Dated: _____

Dated: _____

WITNESS:

HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION BOARD OF EDUCATION

CORINNE STEINMETZ
Board Secretary

BY: _____
CHARLES MILLER
Board President

Dated: _____

Dated:

CORINNE STEINMETZ
Board Secretary

BY: _____
Marie B. Kisch
Superintendent

Dated: _____

Dated: _____

**HUNTERDON COUNTY EDUCATIONAL SERVICES
COMMISSION
SERVICE CONTRACT AGREEMENT
2014-2015 SCHOOL YEAR**

This contract is entered by Franklin (Hunterdon County) Township School and the Hunterdon County Educational Services Commission for the provision of Speech and Language Therapy Services and/or Evaluations from September 1, 2014-June 30, 2015.

The Speech and Language Therapist shall be certified by the Department of Education, State of New Jersey.

- A. When requested by the district, the HCESC will schedule an initial planning meeting, evaluation (the HCESC speech therapist must be represented at any/all CST meetings where a speech/language evaluation might possibly be requested), and determination meeting/IEP development (if warranted) of a student referred for a *speech and language* meeting pending parental consent to perform the evaluation, as required by law. The therapist will provide a written report to the public school. If the student is eligible for the service, goal(s) and objective(s) for the IEP will be developed and submitted to the school, if requested. An annual review, with recommendation(s) for the following year, if necessary, will be developed as needed, for students.
- B. The HCESC will provide individual/group sessions, as determined by the IEP. The frequency and duration of the services will be as written in the IEP. The HCESC will set the schedule for services, based on availability.
- C. The therapist(s) will provide as needed consultation to the parent and/or staff on an as needed basis for each student eligible for services. An additional 40 minutes per day (based on a minimum of 5 and a maximum of 7 hours per day or combination of days with a 5-7 hr total) will be added to the schedule to allow for consultation, paperwork, phone calls, data notes, etc. If additional time is needed to prepare documents for any meetings, this additional time will be added and billed accordingly, or, if possible, therapy session(s) will be cancelled to complete paperwork/meeting requirements.
- D. If a student is absent from school on a therapy day, the billing time will be used for consultation and/or paperwork for that student.
- E. The district is responsible for providing substitute coverage.
- F. The therapist will follow the HCESC Board of Directors approved school calendar.
- G. The HCESC will provide a billing statement at the end of each month, for the previous month, which indicates the service hours and dates of service for the previous month.
- H. The public school will provide an appropriate area for services. The maintenance of the area shall be the responsibility of the public school.
- I. The public school will inform the therapist of snow days, school closings and any other days the children are not available for services. The agreed upon rate per hour will apply if the therapist is not informed of a school closing and reports to the school to provide services.

J. The fee schedule for services is as follows:

- \$ 90.00 per hour (direct services and prep time)
- \$420.00 per evaluation/report (initial or re-evaluation)
- \$ 80.00 per meeting (in person or phone conference)
- \$400.00 per annual review/IEP development for speech only students
- \$100.00 per case for speech only students
- \$150.00 per case for CST students- PLAAFP and goals/objectives

K. If the therapist is absent from school for any reason, and a session(s) is not provided for a student, the school will not be charged for services.

L. If an employee or consultant of the Hunterdon County Educational Services Commission (HCESC) is employed by Franklin School independently of the Hunterdon County Educational Services Commission within one (1) year of the termination of this contract, the school agrees to pay the HCESC a placement or finder's fee equal to 50% of the employee's or consultant's projected first year's gross income. This fee will be paid to the HCESC within 30 days of the start date.

M. Either party may terminate any agreed upon service listed in this contract by providing 30 day written notice of intent, which is mailed to the business address, provided here in. This contract is subject to renewal for the 2014-2016 school year.

N. **INDEMNIFICATION:** The School District agrees to indemnify, defend and hold harmless HCESC from and against any and all claims, penalties, demands, causes of actions, damages, losses. Liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to District obligations pursuant to this agreement, except to the extent attributable to the gross negligence or willful misconduct of HCESC, its agents, representatives, officers, or employees. This section shall survive the termination of this agreement and the completion of the parties' duties under this agreement.

O. The District agrees to attach proof of insurance to said contract.

Pamela A. Mills (date)
Director-HCESC School Services

(School Signature) (date)
Superintendent of Schools