

AGREEMENT

This contract made and entered into this 15th day of September, Two Thousand Twenty by and between the Montville Township Board of Education ("Board") with offices at 86 River Road, Montville, New Jersey 07045 and the Montville Township Board of Health for Montville Township Department of Health ("Department") with offices at 195 Changebridge Road, Montville, New Jersey 07045.

WHEREAS, in accordance with the requirements of Public Law, Chapter 226 of the Laws of 1991 ("Chapter 226"), the Board is obligated to provide nursing services to nonpublic schools located within Montville Township; and

WHEREAS, the Department has been approved by the Commissioner of Education for the provision of such nursing services and the Board may, by law, contract directly with the Department for the provision of those services required by Chapter 226; and

WHEREAS, the Board has determined that the services required under Chapter 226 can be best and most efficiently delivered by contracting with the Department for such services.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The Department will provide the services of qualified public health nurses to pupils enrolled full-time in Trinity Christian School of Montville, Apple Montessori School of Towaco and The Craig High School of Montville all of which are nonpublic schools located within Montville Township.

2. The school nursing services which shall be provided to these pupils shall be as follows:

a. Assist with medical examinations, including dental screening. Physicians and dentists performing these examinations will be provided by the private school.

b. Conduct hearing screenings, adhering to N.J.S.A. 6:29-5, Audiometric Screening.

c. Conduct vision screenings, adhering to the "1980 School Health Services Guidelines," promulgated by the New Jersey State Department of Education.

d. Conduct Tuberculosis screening services in accordance with the Rules of the State Department of Education in effect for the 2020-2021 school year.

e. Maintain student health records and notify local or state health officials of any student who has not been properly immunized.

f. Conduct examinations of pupils between the ages of 10 and 18 for the condition known as scoliosis as provided for in N.J.S.A. 18a:40.3.

3. The sum of Twenty One Thousand Eight Hundred Twenty Five Dollars (\$21,825.00) has been granted to the Board by the State of New Jersey as financial aid for implementation of Chapter 226.

4. This sum will be allocated as follows:

a. The sum of Sixteen Thousand Eight Hundred Seventy Eight Dollars (\$16,878.00) shall be directed toward provision of nursing services at Trinity Christian School.

b. The sum of Seven Hundred Seventy Six Dollars (\$776.00) shall be directed toward provision of nursing services at Apple Montessori School.

c. The sums of Four Thousand One Hundred Seventy One Dollars (\$4,171.00) shall be directed toward provision of nursing services at The Craig High School.

5. The Board will forward the sum of Two Thousand One Hundred Eighty Two Dollars and Fifty Cents (\$2,182.50) to the Department on a monthly basis to meet its financial obligations under this contract. In no event, however, will any payment be made by the Board to the Department in advance of receipt of funding from the State of New Jersey, except as set forth in Paragraph 7 infra. If late receipt of such funding precludes making a monthly payment, such payment will be promptly made to the Department upon

receipt of the funding from the State of New Jersey. All payments due and owing under this contract will be made no later than June 30, 2021.

6. The Department will take full responsibility for scheduling nursing services at the above referenced private schools as appropriate to meet its obligations under this contract.

7. It is specifically agreed and understood that the obligations of the Board under this contract are expressly contingent upon full receipt of State funding. In the event that such funding is discontinued or limited, the Board's financial obligations under this contract will be limited to the extent of funding actually received, and the delivery of nursing services pursuant to this contract will be likewise limited accordingly, except that the Board shall in any event be obligated to pay the Department for Nursing Services actually rendered.

8. Emergency nursing care to pupils enrolled full-time in nonpublic schools shall be consistent with written procedures adopted by the Board and with the nursing services provided by the Board to public school pupils who become injured or ill at school or during participation on a school team or squad, but will be cognizant, however, of the fact that the Department will not be providing full-time nursing services to the private schools covered by this agreement.

9. The Department will provide the required nursing services required thereunder pursuant to this agreement. It is expressly understood, however, that the Twenty One Thousand Eight Hundred Twenty Five Dollars (\$21,825.00) figure, which reflects the Board's financial obligation for the services provided hereunder, shall include and cover any services required pursuant to the Board's emergency nursing care procedures.

10. Both the Board and the Departments reserve the right to terminate this contract in the event of a substantial default of the other. Additionally, either party may terminate this agreement for any reason whatsoever by giving the other sixty (60) days notice, in writing, delivered to the recipient at its place of business.

11. This agreement shall take effect September 1, 2020 and terminate on the last day of school or June 30, 2021.

12. To the full extent permitted by law, the Board of Health agrees to indemnify and hold the Board, together with its agents, servants, members and employees, harmless for all claims and expenses, including attorney's fees and costs, as well as judgments which the Board, and its agents, servants, members and employees, may be subject to by virtue of errors, omissions or any other failure on the part of the Department to properly perform its obligations under this contract.

13. The Department agrees to perform the services required under this contract in a professional manner consistent with applicable standards of professional nursing service.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their proper corporate officers and the corporate seals to be hereto affixed the day and year first above written.

ATTEST

MONTVILLE TOWNSHIP BOARD
OF EDUCATION

Secretary

President

ATTEST

MONTVILLE TOWNSHIP BOARD
OF HEALTH

Secretary

President