



## Hunterdon County Educational Services Commission

Administration  
37 Hoffmans Crossing Rd.  
Califon, NJ 07830  
(908) 439-4280  
Fax (908) 975-3753  
[www.hunterdonesc.org](http://www.hunterdonesc.org)

### 2025-2026 Approved Rates

Below are the approved rates for Hunterdon County Educational Services Commission. Any district contracting for long term/multiple services may be eligible for reduced rate:

Rates do not include the following charges:

\*Benefits / Opt-out bonus are provided based on employee eligiibity and will be billed to district at actual costs

\*Rates are based on contracted or as needed services. Additional charges for travel may apply.

#### TEACHER ASSISTANT / PARAPROFESSIONALS

|   |         |          |
|---|---------|----------|
| Teacher Assistant/Paraprofessional Services | \$30.00 | per hour |
|---|---------|----------|

|                             |               |             |  |
|-----------------------------|---------------|-------------|--|
| <b>CONTACT INFORMATION:</b> | Matthew Lynch | Coordinator | <a href="mailto:mlynch@hunterdonesc.org">mlynch@hunterdonesc.org</a> x4518 |
|-----------------------------|---------------|-------------|--|

#### CHILD STUDY TEAM SERVICES

|  |            |                |
|--|------------|----------------|
| Meetings Per meeting, per consultant (Planning, Elig. IEP, etc.) | \$103.00   | per consultant |
| CST Evaluation (Educational, Psychological, Social or Speech)    | \$436.00   | per evaluation |
| Bilingual CST Evaluation   | \$544.00   | per evaluation |
| Report Acceptance  | \$92.00    | each           |
| CST on-site Services (LDT-C, School Psyc or SSW)                 | \$100.00   | per hour       |
| Speech Therapist on-site Services                                |            |                |
| Contract for 15 hours or less per week                           | \$104.00   | per hour       |
| Contract for 16 or more hours per week                           | \$98.00    | per hour       |
| Functional Behavior Assessment (FBA)                             | \$1,300.00 | per evaluation |
| On site BCBA   | \$113.00   | per hour       |
| Gifted and Talented Testing                                      | \$282.00   | per test       |
| IDEA-B Services  | \$103.00   | per hour       |
| IDEA Reading Teacher   | \$82.00    | per hour       |
| Counseling services on site                                      | \$103.00   | per hour       |

|                             |                 |          |  |
|-----------------------------|-----------------|----------|--|
| <b>CONTACT INFORMATION:</b> | Dennis Schiller | Director | <a href="mailto:dschiller@hunterdonesc.org">dschiller@hunterdonesc.org</a> x4804 |
|-----------------------------|-----------------|----------|--|

#### INSTRUCTIONAL SERVICES

|                           |  |          |
|---------------------------|--|----------|
| Teacher                   | Negotiated based on school district need |          |
| ELL/ESL Assessment        | \$100.00                                 | per hour |
| Academic Home Instruction | \$100.00                                 | per hour |
| Speech Home Instruction   | \$104.00                                 | per hour |

|                             |                 |          |  |
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| <b>CONTACT INFORMATION:</b> | Dennis Schiller | Director | <a href="mailto:dschiller@hunterdonesc.org">dschiller@hunterdonesc.org</a> x4804 |
|-----------------------------|-----------------|----------|--|

#### NURSING SERVICES

|  |         |          |
|--|---------|----------|
| Certified School Nurse (pending substitute availability) | \$72.00 | per hour |
| RN (pending availability)                                | \$62.00 | per hour |
| LPN (pending availability)                               | \$48.00 | per hour |

|                             |                 |          |  |
|-----------------------------|-----------------|----------|--|
| <b>CONTACT INFORMATION:</b> | Dennis Schiller | Director | <a href="mailto:dschiller@hunterdonesc.org">dschiller@hunterdonesc.org</a> x4804 |
|-----------------------------|-----------------|----------|--|

#### OTHER SERVICES

|  |          |            |
|--|----------|------------|
| Administrative/Supervisory Consultation  | \$154.00 | per hour   |
| In-Service/Professional Development Training   | \$154.00 | per hour   |
| Affirmative Action Officer/HIB Investigation   | \$103.00 | per hour   |
| CPI Training (only available to HCESC member districts)                                    |          |            |
| Initial Training with restraint  | \$820.00 | plus books |
| Initial Training without restraint   | \$615.00 | plus books |
| Refresher Course with restraint  | \$410.00 | plus books |
| Refresher Course without Restraint   | \$308.00 | plus books |
| Preschool Instructional Coach (PIC)/ Preschool Intervention and Referral Specialist (PIRS) | \$78.00  | per hour   |

|                             |                 |          |  |
|-----------------------------|-----------------|----------|--|
| <b>CONTACT INFORMATION:</b> | Dennis Schiller | Director | <a href="mailto:dschiller@hunterdonesc.org">dschiller@hunterdonesc.org</a> x4804 |
|-----------------------------|-----------------|----------|--|

**NONPUBLIC SCHOOL SERVICES**

|                                |                      |
|--------------------------------|----------------------|
| Nonpublic 192                  | Per State Allocation |
| Nonpublic 193                  | Per State Allocation |
| Nonpublic Nursing              | Per State Allocation |
| Nonpublic Technology           | Per State Allocation |
| Nonpublic Textbook Program     | Per State Allocation |
| Nonpublic Security Aid Program | Per State Allocation |

**CONTACT INFORMATION:** Dennis Schiller Director dschiller@hunterdonesc.org x4804

**BUSINESS OFFICE SERVICES**

|   |          |          |
|---|----------|----------|
| Business Administrator                    | \$750.00 | per day  |
| Management Services / Asst. BA            | \$600.00 | per day  |
| Business Office Services (PR, AR, AP, AA) | \$60.00  | per hour |

**CONTACT INFORMATION:** Heidi Gara SBA hgara@hunterdonesc.org x4503

**TRANSPORTATION**

|  |         |            |
|--|---------|------------|
| Administrative Fee                         | 5.50%   | of service |
| Student Transportation Management Services | \$70.00 | per hour   |
| Vehicle Sales                              | 10%     |            |
| Vehicle Rental                             |         |            |
| Bus  | \$270   | per day    |
| Van  | \$220   | per day    |

**CONTACT INFORMATION:** Dana Nitzsche Director dnitzsche@hunterdonesc.org

**FACILITY SERVICES**

|  |          |          |
|--|----------|----------|
| Certified Educational Facility Manager | \$105.00 | per hour |
| Maintenance Services                   | \$78.00  | per hour |

**CONTACT INFORMATION:** Heidi Gara SBA hgara@hunterdonesc.org x4503

**TECHNOLOGY SERVICES**

|  |       |                     |
|--|-------|---------------------|
| System and Network Administrator                 | \$105 | Negotiated per hour |
| On-Site Support Technician                       | \$88  | Negotiated per hour |
| On-Site Support Technician (3 or more full days) | \$63  | Negotiated per hour |

**CONTACT INFORMATION:** Jon Phillips Director jphillips@hunterdonesc.org

**SOFTWARE SERVICES**

|                                  |            |           |
|----------------------------------|------------|-----------|
| Transportation Support & Hosting | \$5,300.00 | Per annum |
|----------------------------------|------------|-----------|

**CONTACT INFORMATION:** Jon Phillips Director jphillips@hunterdonesc.org

**CO-OPERATIVE PURCHASING FEES**

|   |           |              |
|---|-----------|--------------|
| Gasoline, Diesel fuel and #2 (Heating) Fuel Oil | \$50.00   | Per Disrtict |
| Supply Bids                                     | NO CHARGE |              |
| Service Bids                                    | NO CHARGE |              |
| In-House Processing Fee                         | NO CHARGE |              |

**CONTACT INFORMATION:** Louis Orth Bid Writer lorth@hunterdonesc.org x1513

**LEASE PURCHASE BIDDING ADVISORY FEE**

|   |            |                 |
|---|------------|-----------------|
| 1/2 of 1% of financial transaction amount |            |                 |
| Minimum:                                  | \$1,500.00 | per transaction |
| Maximum:                                  | \$9,750.00 | per transaction |

Exceptions: With prior notification, HCESC Lease Service reserves the right to adjust the service fee for transactions. These exceptions apply to transactions for improvements to real property that are to be secured by a "ground lease," or that are overly complex or that involve credit problems. Exceptions will also be made for transactions in excess of \$3,000,000.

**CONTACT INFORMATION:** Dennis Balodis Manager dbalodis@hunterdonesc.org

**TUITION**

Rates determined based on district needs



**Hunterdon County Educational Services Commission**

37 Hoffmans Crossing Road

Califon, New Jersey 07830

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

Corinne Steinmetz, Superintendent

Heidi Gara, SBA/Board Secretary

**AGREEMENT**

THIS AGREEMENT (the "Agreement"), dated February 5, 2025, 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 Readington Township School District**, with its principal offices located at 52 Readington Road, Whitehouse Station, County of Hunterdon, New Jersey 08889, (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 ***Public School Services as requested by the Public School District;***

WHEREAS, the HCESC desires to provide the Services to the School District;

WHEREAS, the HCESC will assign staff based on availability of employees;

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 Public School Services ("the Services") required by the School District, during the period of July 1, 2025 through June 30, 2026, as agreed upon. The School District agrees to pay HCESC for such services and preparation therefore in accordance with the terms set forth herein.
3. HCESC shall retain primary control and responsibility for hiring, training and supervising its consultant, agent, servant, officer and/or employee, 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.

## II. **RESPONSIBILITIES OF THE HCESC**

1. HCESC agrees to provide Public School Services to the School District in accordance with the terms of this Agreement. "The Services" under this Agreement shall include the provision of primary management responsibilities for recruiting, hiring, employing, evaluating, supervising, scheduling and assigning such consultant, agent, servant, officer and/or employee in consultation with the School District.
2. Billing for the Services shall be invoiced monthly, at the end of each month, for the previous month's services, as per enclosed HCESC Board approved Service Rate Sheet.
3. The HCESC shall add an additional 30 minutes per day per school for Therapist, Counselor and/or Home Instructor to allow for consultation, paperwork, phone calls, data notes, etc. If additional time is needed to prepare documents for any meetings or parental contact, this additional time will be added and billed accordingly.
4. The School District will be billed, as per the attached Service Rate Sheet, for meetings/evaluations/services cancelled by the School District or parent/guardian with less than 24 hour notice to the provider of service(s) from the HCESC.
5. If the School District 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.

6. Prior to the end of contract, any open invoices must be paid in full prior to the HCESC releasing any/all confidential student files to the school.
7. The HCESC is responsible for providing consultant(s), agent(s), servant(s), officer(s) and/or employee(s) in accordance with a mutually agreed schedule.
8. The HCESC consultant, agent, servant, officer and/or employee provided by the HCESC is an employee of the HCESC and shall not be considered to be employees of the School District.
9. It is required by the HCESC that the School District inform the HCESC as soon as possible of any issues or concerns regarding consultant, agent, servant, officer and/or 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 a consultant, agent, servant, officer and/or employee, they are responsible for payment in lieu of notice, if applicable, as guaranteed to the employee in the HCESC employment contract.
10. HCESC may provide required annual training to its consultant, agent, servant, officer and/or employee and will be responsible for related costs. The HCESC consultant, agent, servant, officer and/or employee are authorized to participate in any School District training programs operated by the School District for its staff, at no cost to HCESC. Any training not specified in this agreement will be mutually agreed upon.
11. 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.
12. 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.

13. 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 consultant, agent, servant, officer and/or employee.
14. 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.
15. The HCESC consultant, agent servant, officer and/or employee must hold all required state certifications for the position to which they are assigned.
16. 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.
17. The HCESC will assign a contact person to provide overall supervision, coordination and communication in connection with the Services.
18. 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.

19. 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 in accordance with the formula set forth in Section II.2, II.3, and II.4 above, and to pay the amounts set forth in Section II.10 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. The School District is financially responsible for any additional requested or district specific training(s). Any training(s) not specified in this agreement will be mutually agreed upon.
4. The HCESC consultant, agent, servant, officer and/or employee will be provided with all relevant information applicable to individual students' needs by the School District.
5. The School District will provide an appropriate area for confidential evaluations/meetings/services. The maintenance of the area shall be the responsibility of the School District.
6. Any/all materials/test kits/other items necessary for services/testing/etc will be provided by the School District and made available to the provider, if needed.
7. The School District will inform the HCESC consultant, agent, servant, officer and/or employee of snow days, school closing(s) and any other days the children and/or school are not available for services.

8. The School District will work collaboratively with the HCESC on evaluations and observations using agreed upon forms and procedures.
9. The School District will assign a contact person to handle coordination and communication in connection with the Services.
10. If an HCESC consultant, agent, servant, officer and/or employee of the Hunterdon County Educational Services Commission (HCESC) is employed by the School District independently of the HCESC within one (1) year of the termination of this contract, the School District agrees to pay the HCESC a placement of Finder's fee equal to 50% of the consultant, agent, servant, officer and/or employee's projected first year's gross income. This fee will be paid to the HCESC within 30 days of the start date.
11. 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 sixty (60) 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 the 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.

**READINGTON TOWNSHIP SCHOOL DISTRICT:**

\_\_\_\_\_  
Jason Bohm  
SBA/Board Secretary

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

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

\_\_\_\_\_  
Heidi Gara  
SBA/Board Secretary

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



**Hunterdon County Educational Services Commission**

37 Hoffmans Crossing Road

Califon, New Jersey 07830

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

Corinne Steinmetz, Superintendent

Heidi Gara, SBA/Board Secretary

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**WHEREAS**, the School District desires to retain the services of the HCESC to provide **Paraprofessionals** 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 paraprofessional services ("the Services") required by the School District, commencing July 1, 2025 through August 31, 2025 for Extended School Year and September 1, 2025 through June 30, 2026 for Regular School year, or as determined by school calendar.

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 paraprofessionals currently employed by the School District, and their hours of services, but understands that the exact number of paraprofessionals and hours will vary from year to year, and may also be adjusted from time to time during the school year.

## 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 paraprofessional'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, 2025 - August 31, 2025, or as determined by district calendar)

HCESC shall bill the School District at a rate of thirty dollars and zero cents (\$30.00) per hour, per paraprofessional, at a minimum of two (2) hours per day.

REGULAR SCHOOL YEAR (September 1, 2025 - June 30, 2026, or as determined by district calendar)

HCESC shall bill the School District thirty dollars and zero cents (\$30.00) per hour, per paraprofessional.

The district will be charged monthly, based on the total number of paraprofessionals X hours per day per paraprofessional X number of days scheduled.

As it is already agreed that substitutes will be the responsibility of the district and HCESC will not charge

for any days a paraprofessional is not working, absences will be credited in the subsequent month with a final true-up in June.

Overtime In the event a paraprofessional is assigned additional duties that cause overtime to occur an additional four dollars and sixty-five cents (\$4.65), for a total of thirty-three dollars and seventy-five cents (\$33.75) per hour, will be charged for hours beyond 40, in any given week.

Benefits (September 1, 2025 - June 30, 2026)

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

3. This agreement does not preclude a paraprofessional 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 paraprofessionals in initial or ongoing training during the term of this Agreement.
4. HCESC shall have the obligation to provide periodic and ongoing in-service training of at least four hours per year to all paraprofessionals 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 paraprofessionals to attend its training programs at no cost to HCESC.
5. The paraprofessionals 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 paraprofessional, 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.

6. 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.
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 paraprofessionals in accordance with the schedule of needs furnished by the School District. The SCHOOL DISTRICT shall be responsible for hiring a substitute when a paraprofessional 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 Paraprofessional/Personal Assistant must have a minimum of 60 college credits/Substitute Certificate and/or take and pass the PRAXIS State Assessment.
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 require each Paraprofessional/Personal Assistant to provide 10 working days notice upon separation, as per individual employee contract.
15. The HCESC will assign a contact person to provide overall supervision, coordination and communication in connection with the Services.
16. 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.
17. 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 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 and II.4 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. Paraprofessionals 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. If a currently assigned HCESC paraprofessional is employed by the school district, in the same or similar capacity, within one (1) year of the currently assigned HCESC paraprofessional, the School District agrees to pay the HCESC a placement or finder's fee equal to 50% of the paraprofessionals annual salary. This fee will be paid to the HCESC within 30 days of the paraprofessional's date of hire with the school district.
7. If a newly requested paraprofessional candidate(s) sent by HCESC is employed independently by the school district, rather than retaining services through HCESC, the school district will pay HCESC a Finder's Fee of \$2,500.00 for each prospective candidate.
8. 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 the same on behalf of the governing body.

**SIGNATURES AND AUTHORIZATIONS PAGE.**

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

**READINGTON TOWNSHIP SCHOOL DISTRICT:**

\_\_\_\_\_  
Jason Bohm  
SBA/Board Secretary

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

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

\_\_\_\_\_  
Heidi Gara  
SBA/Board Secretary

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