

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION**  
**6A: Chapter 16-2.5 AGREEMENT**  
**NONPUBLIC SCHOOL NURSING SERVICES**  
**2013-2014 School Year**

THIS AGREEMENT made the first day of \_\_\_\_\_, 2013, between the Hunterdon County Educational Services Commission, located in the County of Hunterdon in the State of New Jersey, hereinafter referred to as HCESC and the **Readington Township** Board of Education, located in the County of Hunterdon, State of New Jersey, hereinafter referred to as the Public School District.

WHEREAS, the HCESC, by authority of its Board of Directors, acting on approval of the State Board of Education, is capable of providing auxiliary services to eligible students attending nonpublic schools; and

WHEREAS, the HCESC services are in accordance with Administrative Code 6 A: Chapter 16-2.5, and the Rules and Regulations governing nursing services to nonpublic schools (NJSA 18A:40-25 through 31); and

WHEREAS, the Public School District is under obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to specified nursing services; and

WHEREAS, the Public School District has by Resolution of its Board, agreed to contract with the HCESC to provide said services pursuant to said legislation.

NOW, THEREFORE, the parties hereto agree as follows:

1. The terms and conditions of this Agreement shall be in effect during the 2013-2014 School Year.
2. The HCESC will provide agreed upon services from the following options within the limitations of State funds:
  - a. Nursing services for pupils in grades K-12 (ages 5 years and older) who are enrolled full-time in the nonpublic school. The basic services shall include:
    1. assistance with medical examination, including dental screening;
    2. conducting screening of hearing, vision, height and weight examinations;
    3. maintenance of student health records, and notification of local or county health officials of any student who has not been properly immunized; and

4. conducting examinations of pupils between the ages of 10 and 18 for the condition known as scoliosis.
- b. The extension of emergency care provided to public school students to full time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to NJAC 6A:16-1.4 and 2.1(a) 4. These health services include:

Emergency administration of epinephrine via EpiPen pursuant to NJSA 18A:40 12.5;

The care of any student who becomes injured or ill while at school or during participation in school sponsored functions;

The transportation and supervision of any student determined to be in need of immediate care; and

The notification to parents of any student determined to be in need of immediate medical care.

The nursing services provided to nonpublic schools shall not include instructional services.

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3. The District and the HCESC shall contact the nonpublic schools within the district and agree upon the services to be provided within the parameters of the law and limitation of funds.
  4. The Public District agrees to pay to the HCESC a sum equal to the full funding that is allocated by the State Department of Education for nursing services to nonpublic schools within its district pursuant to the provisions of Administrative Code 6A: 16. Payment shall be made in three (3) installments during the school year. *The HCESC will retain 6% of the payment as an administrative fee.* In the event a Public School District fails to remit funds to the HCESC, the HCESC shall have the right to give notice of discontinued services.
  5. INDEMNIFICATION: 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's 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. School District agrees to attach proof of insurance to said contract.

Eligible schools:

**First Step/Petite Academy Learning Center**  
**Merck Child Learning Center**  
**Stanton Learning Center**

*Attached to this contract is **The Nursing Program for Nonpublic School Students Guidance Manual** (based upon current statute and code) published April 2013 by the DOE. The contents of this attachment are to be considered additional guidance as it relates to nursing services for nonpublic school students.*

IN WITNESS WHEREOF, the Board of Directors of the HCESC and the **Readington Township** Board of Education has by Resolution directed their respective Presidents and Secretaries to set their signatures and affix their seals. A certified copy of the Public School Resolution is annexed hereto.

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**READINGTON TOWNSHIP BOARD OF EDUCATION**

ATTEST:

_____ BA/Secretary	_____ Date	_____ President	_____ Date
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**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION**

ATTEST:

_____ BA/ Secretary	_____ Date	_____ President	_____ Date
Corinne Steinmetz		Charles Miller	