


F-33

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M - E - M - O - R - A - N - D - U - M

TO: Dr. Scott Taylor

C: Gerald Benaquista
Gretel Perez, Yolanda Koon, Kim Conti, Bernadette Watson,
Diane Cappiello

FROM: Joe Seugling 

RE: Board Agenda

DATE: 1/9/2023

Approve teachers employed through Brookfield Schools, 1009 Berlin Road, Cherry Hill, NJ 08034 to provide bedside instruction for district students on an "as needed" basis for the school year 2022-2023 in an amount not to exceed \$6,000 in accordance with the information in the hands of each board member. (7693-11-150-100-320-01-19)

Brookfield Schools

Accredited by: The National Commission for the Accreditation of Special Education Services
Patrick T. Kiernan, Executive Director/Superintendent
www.brookfieldschools.org

Brookfield's educational services program teachers provide the essential mandated academic instruction for students while they are out of school. Our teachers begin to deliver the academic instruction as soon as they meet and have a conference with the student. This date is used by Brookfield as the start date for instruction. Brookfield Schools is not involved in the students' placement in any facility. Our mission is to provide grade level appropriate New Jersey standard based instruction. In order to help students, stay on their academic track and to lessen any further educational gaps that have occurred due to the students' emotional and behavioral disorder. The teacher continues to provide the specific tailored instruction until the district schoolwork is received.

Brookfield Schools follows the following laws/mandates to help school districts stay in compliance with: N.J.A.C. 6A:14; N.J.A.C. 6A:14-4.8;
N.J.A.C. 6A:16; N.J.A.C. 6A:16-10.1;
N.J.A.C. 6A:16-10.2; N.J.A.C. 6A:17-1.1;
N.J.A.C. 6A:17-3.1; N.J.A.C. 6A:17-3.2(d);
N.J.A.C. 6A:17-3.2(f); N.J.A.C. 6A:17-3.3.

The students who have an IEP must receive 2 hours of instruction a day for a total of 10 hours a week. The general education students must receive at least 1 hour of instruction a day for a total of 5 hours a week. Brookfield teachers teach 2 hours a day to all students regardless of their classification. The educational services rendered at a state funded residential school program stipulate a 4 hour instruction a day, 5 days a week, according to N.J.A.C. 6A:17-3. (d).

All districts that we serve are required to pay from the start date of instruction, as our certified teachers are providing the educational services from day one.

Thank you,

Nancy Moran
Brookfield School Director of Program Development & Evaluation
nancy.moran@brookfieldschools.org 856-795-8228 x 223

Brookfield Schools

A Trauma Sensitive Approach to Academic & Therapeutic Excellence

Accredited by The National Commission for the Accreditation of Special Education Services
Dr. Patrick T. Klernan., Executive Director/Superintendent
www.brookfieldschools.org

The mission of Brookfield Schools is to provide trauma sensitive, informed, and focused educational and therapeutic programming for students with special emotional, and behavioral needs that will put them on the pathway to becoming productive contributors to society.

To: _____

From: _____

Re: Updating our files for school district information

Brookfield Schools provides homebound instruction in area hospitals such as; Jefferson Health- Cherry Hill, For KEEPS Program- St. Peter's Hospital New Brunswick, CARES Program- St. Francis' Hospital-Trenton, the CASTLE Programs- Camden and Berlin, Inspira Programs- Woodbury, Bridgeton and Elmer Hospitals, Transitions Residential Program- Winslow. We are currently updating our files. Please take a moment to fill out the information requested on the Agreement form and return to me as soon as possible. This information will be kept on file in the event that we receive students in our programs from your school district.

Thank you for your assistance,

**2022-2023 AGREEMENT FOR THE PROVISION OF INSTRUCTION WITH
THE BROOKFIELD EDUCATIONAL SERVICES PROGRAM**

The Union Twp Board of Education agrees that Brookfield Schools should provide educational services to the district students during their stay at our programs during the 2022 - 2023 school year.

Billing Address:

Phone Number: _____ Fax Number: _____
Contact Person (to obtain Approval for Educational Services Payment): _____

Current Hourly Teacher Rate approved by your District's Board of Education for 2022-2023 school year \$ 37 hourly

The district agrees to the following:

1. To provide all necessary information regarding the classification and course of instruction being provided to the student.
2. To furnish all textbooks, essential assignments, and related materials and lesson plans for _____.
3. To make payment in the amount of \$ _____, (your current 2022-2023 rate) per hour for instructional services.
4. If your district requires a voucher/PO, please provide copies so we may keep them in our files.
5. In the event that Brookfield is not paid for services provided, the District agrees to pay for Brookfield's attorney fees if same are needed to collect any unpaid balance owed.

Brookfield Schools agrees to provide the following:

1. To employ properly certified teachers and to provide a course of instruction in compliance with all pertinent lesson plans and course material.
2. To advise pertinent district personnel regarding the assignment of grades, when needed.
3. To provide written reports on student's progress as required.
4. To comply with the district policy for the number of hours per day for educational services for the student.

We, the undersigned, agree to the terms indicated above for the provision of Educational Services.

By the school district:

Signature

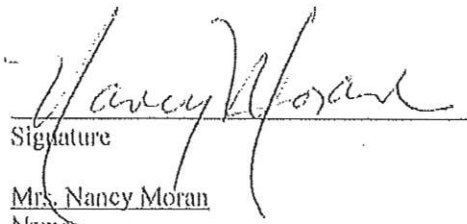
Name

Title

Date

Thank you,
please mail to:

Ms. Jaclyn Hartzell
Brookfield Schools
1009 Berlin Road
Cherry Hill, NJ 08034



Signature

Mrs. Nancy Moran

Name

Director of Program Development &
Evaluation

Title

6/29/2022

Date

Or Fax: 856-547-3186
Phone: 856-795-8228x132
Email: Jaclyn.hartzell@brookfieldschools.org

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between Brookfield Schools and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

I. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees and independent contractors which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per occurrence and in the sum of Two Million Dollars (\$2,000,000.00) annual aggregate.
2. The Board shall be named as an additional insured on Provider's general liability insurance policy. Provider's liability program shall not exclude abuse and molestation.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will

not be cancelled or materially changed during the term of the contract.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Billing and Payment of Personnel.

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall forward to Board an itemized bill on a monthly unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the fees set forth in the attached Agreement, provided that the total compensation for the **2022-2023 school year shall not exceed \$6,000.00 There shall be no change in rates for the 2022-2023 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

VII. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*

- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

VIII. Public Contracting Requirements

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information,

disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. **Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document conflict with the terms of the Rider, this Rider takes precedence.**
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any

of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon, School Business Administrator
Union Township Board of Education
2369 Morris Avenue
Union, NJ 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Nancy Moran, School Director of Programs Development and Evaluation
1009 Berlin Road
Cherry Hill, NJ 08034

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

