


6-27

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

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TO: Dr. Gerald Benaquista

C: Dr. Gretel Perez, Kim Conti, Yolanda Koon,  
Bernadette Watson, Diane Cappiello

FROM: Joseph Seugling 

RE: Board Agenda

DATE: 4/23/2024

Approve teachers employed through The Educational Services Commission of New Jersey to provide bedside instruction for district students at Children's Specialized Hospital on an "as needed" basis for the school year 2023-2024 in an amount not to exceed \$4,600.00 in accordance with the information in the hands of each board member. (7693-11-150-100-320-01-19)



# EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

## MASTER COLLABORATIVE EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (hereinafter referred to as the "ESC NJ") with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the BOARD OF EDUCATION OF \_\_\_\_\_ (hereinafter referred to as the "Board") with offices located at \_\_\_\_\_, in the County of \_\_\_\_\_.

### WITNESSETH:

WHEREAS, the Board wishes to utilize the services of ESCNJ for Collaborative Educational Services; and

WHEREAS, ESCNJ is willing to provide Collaborative Educational Services to the Board; and

WHEREAS, the Board and ESCNJ believe that ESCNJ can provide comprehensive Collaborative Educational Services; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Board and ESCNJ.

NOW, THEREFORE, in consideration of mutual promises, it is agreed by and between the Board and ESCNJ as follows:

1. The ESCNJ hereby agrees to provide Collaborative Educational Services to the Board from July 1, 2020 through June 30, 2025 in accordance with state laws and regulations.
2. It is hereby understood and agreed by ESCNJ that this Agreement may be terminated by the Board upon one hundred twenty (120) days prior written notice to ESCNJ. ESCNJ may also terminate this Agreement in accordance with paragraph 14 herein.
3. ESCNJ shall assign such administrative supervision as necessary to oversee the Collaborative Educational Services. ESCNJ shall coordinate the services provided pursuant to this Agreement with the Business Administrator.
4. The Collaborative Educational Services provided by ESCNJ shall comply with the applicable provisions of Title 18A Education and New Jersey Administrative Code, Title 6A, Education.
5. ESCNJ, through its personnel or subcontractor, shall provide Collaborative Educational Services. ESCNJ shall provide the Board with periodic updates and written reports as necessary. When services, other than those listed on the Collaborative Service Rates schedule are required, the expense of these additional services will be the responsibility of the Board.
6. ESCNJ shall have sole and exclusive control over the Collaborative Educational Services to be provided with consultation with the Board.
7. All materials will be provided by ESCNJ unless otherwise agreed to prior to the provision of service.
8. ESCNJ shall provide services during regular business hours. If services for after school hours are needed, a special arrangement must be made in consultation, with and consent of the Board and ESCNJ. After school hours that are arranged with the consent of ESCNJ for completion of assignments shall be billed at a rate agreed upon when approved.

9. ESCNJ shall provide reports as necessary to the District Administration.
10. All professional personnel employed by ESCNJ who perform services pursuant to this Agreement shall complete fingerprinting and background checks and possess appropriate New Jersey Certification and must provide the Board with copies of said certificates and NJDOE approvals prior to the provision of services.
11. It is understood that the Board will not offer employment to any ESCNJ staff member employed to work in the Program for at least two (2) years after the employee ceases to work for ESCNJ or contract with any consultant employed to work in the Program for at least sixty (60) days after the consultant ceases to work for ESCNJ.
12. The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
13. ESCNJ shall provide all necessary professional and clerical services needed to fulfill its obligation to the Board. The professional and clerical staff will be employees of the ESCNJ and are entitled to benefits per their ESCNJ contract. The professional and clerical staff will be under the supervision of the ESCNJ. The Business Administrator will act as a liaison between ESCNJ and the Board.
14. The Board agrees to make payments within thirty (30) days of being billed by the ESCNJ pursuant to this Agreement. Payments shall be made based on actual services rendered.  
  
In the event the Board shall fail to make such payments when due, ESCNJ shall have the right to terminate this Agreement upon thirty (30) days notice to the Board and to discontinue all services. In such event, ESCNJ shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide services under the agreement.
15. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
16. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
17. This Agreement, including the Collaborative Service Rates schedule, constitutes the entire Agreement between the Board and ESCNJ and may not be amended or modified except by written instruments signed by the Board and ESCNJ. Collaborative Service Rates shall be recalculated annually for the term of this Agreement and posted on ESCNJ's website: [www.escnj.us](http://www.escnj.us).
18. Any notice to the parties under this Agreement shall be sent certified mail, returned receipt requested, addressed as follows:  
  
To the Board:  
  
To the ESCNJ:                    Educational Services Commission of New Jersey  
   1660 Stelton Road  
   Piscataway, New Jersey 08854  
   Attn: Business Administrator/Board Secretary
19. This Agreement shall become effective upon the adoption of a resolution by the Board and execution of this Agreement by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

\_\_\_\_\_  
(Please Print Board of Education Name)

**EDUCATIONAL SERVICES COMMISSION  
OF NEW JERSEY**

\_\_\_\_\_  
, Board Secretary      Date

\_\_\_\_\_  
Patrick M. Moran, Board Secretary      Date

\_\_\_\_\_  
, Board President      Date

\_\_\_\_\_  
Dale G. Caldwell, Board President      Date