

**AGREEMENT BETWEEN THE
CITY OF RAHWAY AND THE
BOARD OF EDUCATION OF THE
CITY OF RAHWAY FOR
NURSING SERVICES FOR
NONPUBLIC SCHOOL PUPILS**

This Agreement made and entered into this 25th day of August 2009, effective as of September 1, 2009, by and between the Board of Education of the City of Rahway, having administrative offices at Kline Place, Rahway, New Jersey 07065 (the "Board") and The City of Rahway, with its principal place of business at One City Hall Plaza, Rahway, New Jersey (the "City"),

WITNESSETH:

WHEREAS, pursuant to N.J. S.A. 18A:40-23 et seq. (L.1991, c.226), the Board is under an obligation to provide nursing services to all eligible nonpublic school children within its district to assure equal access to appropriate health care services; and

WHEREAS, pursuant to N.J.S.A. 18:40-28, the Board may contract with any public or private agency approved by the State Commissioner of Education for the provision of the required or permitted nursing services; and

WHEREAS, the City, acting on approval of the State Board of Education, is capable of providing nursing services to eligible students attending nonpublic schools, pursuant to the authority of the Local Health Services Act, N.J.S.A. 26:3-3A2-1 et seq., and the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health of New Jersey, N.J.A.C. 8:52-1.1 et seq., as revised by the Public Health Council of the State Department of Health, effective January 1, 1987; and

WHEREAS, the State Department of Health has identified and approved the City's Department of Health as an approved vendor agency; and

WHEREAS, the services to be provided by the City are in accordance with N.J.S.A. 18A:40-23 et seq. (L.1991, c.226) and the Rules and Regulations governing nursing services to eligible nonpublic school pupils; and

WHEREAS, by Resolution adopted on August 25, 2009; *, the Board resolved to enter into this agreement for the term commencing September 1, 2009 and terminating June 30, 2010 (the "Term");

WHEREAS, the Board and the City do hereby wish to enter into this agreement (the "Contract");

NOW, THEREFORE, the Board and the City mutually agree as follows:

1. **TERM:** This Contract will be in force through the Term.
2. **THE SERVICES:** The parties shall:
 - a. Provide nursing services for pupils who are enrolled full-time in the nonpublic schools within the Board's district. The services shall include:
 1. Assistance with medical examinations, including dental screening;
 2. Conducting screening of hearing examinations;
 3. The maintenance of student health records and notifications 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. Adopt written policies and procedures extending the emergency care provided to public school pupils to those pupils who are enrolled full-time in the nonpublic schools who are injured or become ill at school or during participation on a school team or squad.
 - c. Adopt written policies and procedures to provide full-time nonpublic school pupils with additional medical services, within the limit of funds appropriated or otherwise made available, and to provide the necessary equipment, materials and services for immunization required by the state Sanitary Code or the State Department of Health.
 - d. Contact the nonpublic schools within the Board's district and determine which services they will require.
3. **PAYMENT:** The Board agrees to pay the City a sum equal to the full funding that is allocated by the State Department of Education for nursing services to nonpublic schools within the district pursuant to the provisions of N.J.S.A. 18A:40-23 et seq., (L.1991, c.223). Payment shall be made quarterly. The City will retain 5% of the payment as an administrative fee. In the event the Board fails to remit funds to the City within the schedule set forth, the City shall have the right to give thirty days written notice of discounted services to the Board by certified or registered mail at the Board's business address.
4. **BINDING OF PARTIES:** The individuals executing this Contract represent that they have the full authority to do so on behalf of the parties and the parties hereto agree to be bound and do hereby bind themselves.

5. **SUCCESSORS AND ASSIGNS:** This Contract shall extend to and be binding upon the Board's and the City's successors and assigns.

6. **NO EMPLOYER-EMPLOYEE RELATIONSHIP:** Notwithstanding anything to the contrary herein, the Board and the City agree that this Contract shall not be deemed to create an employer-employee relationship between the Board, any of its students or faculty members and the City, and that no rights and privileges of a Board's employee shall inure to the City hereby.

7. **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.

8. **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements and supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.

9. **NO INTEREST IN PROCEEDS:** No member, officer or employee of the Board, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds hereof. Moreover, no member of or delegate of the Congress of the United States of America or Commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise wherefrom.


10. **HEADINGS AND TITLES:** Headings and titles are inserted herein for purposes of convenience of reference only and are not part of the paragraphs described thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first written above.

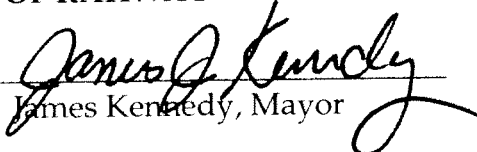
**BOARD OF EDUCATION OF THE
CITY OF RAHWAY**

By: 
Peter Kowal, Board President

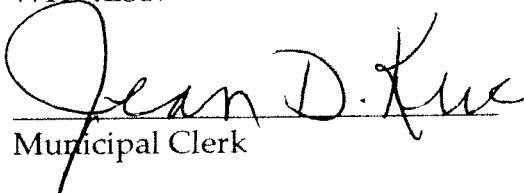
(SEAL)


Business Administrator

CITY OF RAHWAY


James Kennedy, Mayor

WITNESS:


Municipal Clerk

APPROVED:

This Agreement is being executed in four original copies.

RESOLUTION
CITY OF RAHWAY, NEW JERSEY

No. AR-243-09

Date of Adoption September 14, 2009

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF
RAHWAY AND THE BOARD OF EDUCATION OF THE CITY OF RAHWAY
FOR NURSING SERVICES FOR NONPUBLIC SCHOOL PUPILS**

Factual Contents Certified to by _____

WHEREAS, pursuant to N.J.S.A. 18A: 40-23 et seq. (L.1991, c.226), the Board of Education of the City of Rahway is under an obligation to provide nursing services to all eligible nonpublic school children within its district to assure equal access to appropriate health care services; and

WHEREAS, pursuant to N.J.S.A. 18A: 40-28, the Board of Education of the City of Rahway may contract with any public or private agency approved by the State Commissioner of Education for the provision of the required or permitted nursing services; and

WHEREAS, the City of Rahway, acting on approval of the State Board of Education, is capable of providing nursing services to eligible students attending non-public schools, pursuant to the authority of the Local Health Services Act, N.J.S.A. 26:3-A2-1 et seq., and of the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52-1.1 et seq., as revised by the Public Health Council of the State Department of Health, effective January 1, 1987; and

WHEREAS, the State Department of Health has identified and approved the City of Rahway's Department of Health as an approved vendor agency; and

WHEREAS, the services to be provided by the City of Rahway are in accordance with N.J.S.A. 18A: 40-23 et seq. (L.1991, c.226) and the Rules and Regulations governing nursing services to eligible nonpublic school pupils; and

WHEREAS, by Resolution adopted on August 25, 2009, the Rahway Board of Education resolved to enter into an agreement for a term commencing September 1, 2009 through June 30, 2010.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Rahway that the Mayor and the City Clerk are hereby authorized and directed to execute the attached Agreement between the City of Rahway and the Board of Education to provide nursing services for nonpublic school pupils.

Certified to be a true copy of a resolution adopted by the Municipal Council of the City of Rahway at the Regular Meeting held on 9/14/09.

City Clerk

Jean D. Kuc

M- Steinman

S - Saliga

YES: Brown, Cox, Mione, Saliga, Scaturro,
Steinman, Wenson Maier, Baker