

MEMBERSHIP RESOLUTION
NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION

Hillside High School in Hillside, New Jersey
 (Name of School) (City)

Hereby enrolls as a member of the New Jersey State Interscholastic Athletic Association (NJSIAA), a non-profit association of the public and non-public high schools in the State of New Jersey, and is authorized to participate in the approved athletic activities sponsored by the NJSIAA.

The Board of Education (of a public school) or Chief School Administrator (of a non-public school) hereby adopts as its own policy and agrees to be governed by the Constitution, Bylaws, Rules and Regulations of the NJSIAA.

Administrative Responsibility – NJSIAA must rely upon the voluntary compliance by its member schools in enforcing the eligibility standards set forth in NJSIAA Bylaws, Article V. Toward that end, the Principal of each member school has the affirmative obligation to report to the NJSIAA any violations of these standards. The fact that a school has disclosed that there has been an eligibility violation will not relieve the affected school of sanctions that may be imposed against it, pursuant to Article X of the NJSIAA Bylaws, including the forfeiture of games or events. However, the failure to disclose an eligibility violation may be grounds for imposing additional sanctions upon the offending school.

In addition, a school must maintain a status of "Member in Good Standing" as outlined in the Principal's Affidavit to remain eligible for NJSIAA activities and tournaments.

 (Date of Approval)

 (Signature of Secretary of Board of Education/
 Chief School Administrator)

Rev. 4/2/20

**Union County Educational Services Commission
45 Cardinal Drive
Westfield, New Jersey 07090**

**ENVIRONMENTAL SAFETY PROGRAM AGREEMENT
2023-2024**

THIS AGREEMENT made the first day of July, 2023, between the UCESC, having its principal offices at 45 Cardinal Drive, Westfield, New Jersey, hereinafter referred to as the "**Commission**" and the **Hillside Board of Education**, having its principal offices at 195 Virginia Street, City of Hillside, County of Union, State of New Jersey, hereinafter referred to as the "**Public School District**".

Whereas, The Commission pursuant to NJSA 18:6-51 et. seq. may provide administrative services to local districts pursuant to the rules of the State Board of Education; and

Whereas, the Commission, by authority of its Board of Directors, is capable of assisting school districts with the provisions of Right to Know Compliance, NJAC 8:59-1.2 et seq.; and

Whereas, the Commission, by authority of its Board of Directors, is capable of assisting school districts with the provisions of disposal of unwanted chemical wastes according to the NJ DEP regulations, NJAC 7:26-1,4,7 and 13A; and

Whereas, the Commission, by authority of its Board of Directors, is capable of assisting school districts with the provisions of the Peosha Laboratory Standard, NJAC 12:100-4.2, adopted from 29 CFR 1919.1450; and

Whereas, the Commission, by authority of its Board of Directors, is capable of assisting school districts with the provisions of the PEOSHA Bloodborne Pathogen Standard, NJAC 12:100-4.2, adopted from 29 CFR 1910.1030; and

Whereas, the Commission, by authority of its Board of Directors, is capable of assisting school districts with the provisions of PEOSHA Health and Safety Regulations, NJAC 12:100; and

Whereas, the Public School District is under obligation to comply with the above statutes, regulations and/or codes; and

Whereas, the Public School District has by resolution of its Board agreed to contract with the Commission to provide said services;

Now, Therefore, the parties hereto agree as follows:

- I. The terms and conditions of this agreement shall be in effect from July 1, 2023 through and including June 30, 2024.

II. The Commission will provide:

Item 1: Bloodborne Pathogen Education and Training – One (1) Session

Item 2: Exposure Control Plan

Exhibit A: Additional Health & Safety Consulting Services **Upon Request** (See attached)

III. In consideration for the above services, the Public School District will pay the Commission \$483. This cost includes a 15% administrative fee.

IN WITNESS WHEREOF, the Board of Directors of the Union County Educational Services Commission and the Hillside Board of Education have by resolution directed their respective Presidents and Secretaries to set their signatures and affix their seals to this agreement. A certified copy of the Public School Resolution is annexed hereto.

Hillside Board of Education

ATTEST:

SECRETARY DATE

PRESIDENT DATE

Union County Educational Services Commission

ATTEST:

SECRETARY DATE

PRESIDENT DATE

RESOLUTION
ENVIRONMENTAL SAFETY PROGRAM
2023-2024

WHEREAS, local public school districts are required to provide environmental safety programs under the worker and community Right to Know Law (P.L. 1983, Ch. 35, N.J.S.A. 34:5A-1) and the Public Employee Occupational Safety and Health Act (P.L. 1983, C 516; and, New Jersey Department of Labor regulations N.J.A.C. 12:100-4.2, et. seq.; and

WHEREAS, the Union County Educational Services Commission can provide coordination of these services with regard to educational training programs, computerized inventories and labels for hazardous substances, developing a file of material safety data sheets/facts sheets, and bidding for the disposal of unwanted chemical wastes; and implementation of a Bloodborne Pathogens Management Services Program;

THEREFORE, BE IT RESOLVED, that the Hillside Board of Education enter into an agreement with the Union County Educational Services Commission to provide such coordinated services for the 2023-2024 school year, at a fee of \$483.

President **Date**

Attest:

Secretary **Date**

Exhibit A

**Additional Health and Safety Consulting
Services Available Upon Request**

Services	Fees
Asbestos Hazard Emergency Response Act (AHERA) Survey (40 CFR Part 763, Subpart E)	First School: \$1035 Each Additional K-8: \$460 Each Additional High School: \$575
Lead in Drinking Water (N.J.A.C. 6A:26-12.4)	Per School Costs Lead Sampling Plan: \$575 Quality Assurance Project Plan: \$575 Drinking Water Sampling: \$31.62 per sample 2021 Statement of Assurance: \$172.50
Creation of Indoor Air Quality Program (NJAC 12:100-13)	\$402.50 Per Facility
Creation of Respiratory Protection Program and One (1) Education, Training, and Qualitative Fit Testing (29 CFR 1910.134)	\$1,725
Creation of Control of Hazardous Energy Program (Lockout/Tagout) (29 CFR 1910.147)	\$920 Per Facility
IAQ Designated Person Training (40 CFR Part 763, Subpart E)	\$575 Per Session
Asbestos Awareness Training (29 CFR 1910.1001)	\$575 Per Session
Control of Hazardous Energy Training (Lockout/Tagout) (29 CFR 1910.147)	\$575 Per Session
Certified Playground Safety Inspection (CPSI)	First Playground: \$2013 Each Additional: \$575 Includes Report

COOPERATIVE PRICING SYSTEM AGREEMENT

New Jersey Cooperative Purchasing Alliance # CK04

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 10th day of August 2023, by and between the, **COUNTY OF BERGEN** and the Hillside Board of Education, who desire to participate in the # CK04, NJ Cooperative Purchasing Alliance.

W I T N E S S E T H

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen is conducting a voluntary Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be bid under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.

(D) The State Identification Code assigned to the Cooperative Pricing System.

(E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

HILLSIDE BOARD OF EDUCATION

BY:

Dr. David Eichenholtz, Business Admin./Board Sec.

**RESOLUTION FOR MEMBER PARTICIPATION
IN A COOPERATIVE PRICING SYSTEM**

A RESOLUTION AUTHORIZING THE HILLSIDE BOARD OF EDUCATION
TO ENTER INTO the New Jersey Cooperative Purchasing Alliance
COOPERATIVE PRICING AGREEMENT

RESOLUTION NUMBER _____

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Bergen, hereinafter referred to as the "Lead Agency " has offered voluntary participation in the New Jersey Cooperative Purchasing Alliance # CK04- a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on August 10, 2023 the governing body of the Hillside Board of Education, County of Union, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the (CONTRACTING UNIT)

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Business Administrator/Board Secretary is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION

BY:

Kimberly Cook, Board President

ATTEST BY:

(NAME AND TITLE)

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 3

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door;
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and/or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-83', girls' bathroom-188'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 4

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and/or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-68', girls' bathroom-177'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

**** An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 5

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and/or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-40', girls' bathroom-148'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 6

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and/or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-9', girls' bathroom-98'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 7

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-39', girls' bathroom-69'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 8

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.
Distance from the classroom to the boys' bathroom-70', girls' bathroom-39'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

**** An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____
Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 9

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-70', girls' bathroom-39'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

**** An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____
Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 10

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-62', girls' bathroom-44'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

**** An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____
Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 11

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-9', girls' bathroom-98'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 16

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-39', girls' bathroom-141'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

New Jersey Department of Education
Union County Office

Toilet Room Facilities Waiver for
Early Intervention, Pre-Kindergarten and Kindergarten Classrooms
School Year 2023-24

**** A SEPARATE FORM IS REQUIRED FOR EACH SCHOOL BUILDING ****

District: Hillside School: APM

Room Number/Name: 17

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time.
- Toilet facilities shall be readily accessible, and the toilet room and signage shall be visible to the child from the classroom door.
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

The Teacher and or Aide will walk the students to the bathrooms.

Distance from the classroom to the boys' bathroom-8', girls' bathroom-102'

The Board of Education approved this alternate method of compliance for SY2022-2023 on _____

Date

****An Extract Must Be Included ****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____ Not Approved: _____

Executive County Superintendent: _____ Date: _____

Hillside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: August 10, 2023

Attachment ED#1-08/23						
Staff Attending/School	Conference Title	Dates Location	Anticipated Reimbursement* (Source)	Purpose+	Date of Request	Date of Board Approval
* Expenses may exceed state and federal reimbursement guidelines + How will this activity promote the delivery of instruction, improvement of curriculum, or further district goals?						
Erskine R. Glover	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Dr. David Eichenholtz	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Dr. James Bevere	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23

Underlining indicates additions since first sent to the board.

Hillside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: August 10, 2023

Alicia Wiltshire-King	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Kristy Weaver	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Dr. Sandy Mercedes	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
1. Howard Frisch 2. Sahar Sayedahmed 3. Carriann Desanto 4. Teresa Teneiro 5. J. Tetty-Lokko 6. Alicia Agoglia 7. Natasha Gayle 8. Henry Eisenberg 9. Tracy Goglia 10. Jennifer Claro 11. Michelle Orabona 12. Siiera Robinson	Northern Valley Curriculum Writing Session	September 12, 28 & October 13, 2023 NVCC Demarest, NJ	Transportation \$117.90/person 20-277-200-580-01-00	Begin work to rewrite science curriculum	06/23/23	08/10/23

Underlining indicates additions since first sent to the board.

Hillside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: August 10, 2023

13. Jessica Creanza 14. Ryan Masterson 15. Lisa Corona 16. Nicole Lorelli 17. Stacey Rodrigues 18. Daniela Fonsenca 19. James Joyner 20. Isha Fairman 21. Birdie Cheung 22. Kristan Duran 23. Noreen Duetsch 24. Jackie Corritore 25. Alison O'Brien 26. Pamela Leone 27. Stephanie Vigdor 28. Lois Bohm						
1. Dana Modena 2. Stacey Rodrigues 3. Stephania Altenor 4. Briana Silva 5. Kia Gill 6. Isabel Silva 7. Lisa Corona	Open Sci Ed Training	August 22, 23, 24, 2023 Liberty Science Center Jersey City, NJ	Registration NO COST Transportation \$47.16/teacher Paid by NJDOE Open Sci Ed Pilot program Teachers paid \$100 /day to attend 20-277-200-580-01-00	Required Training as part of the NJDOE Open Sci ed pilot program	06/16/23	08/10/23
1. Alicia Agoglia 2. Ed Gelowitz 3. Brian Graziano 4. Jill Comerchero 5. Jo Ann Ashby 6. Eric Strumph 7. Jill Hnatko 8. Fanny Gastulo 9. Elena DeJesus 10. Rita Della Valle 11. Alex Mignone 12. Natasha Spencer (Gayle) 13. Gupreet Bhullar	Up the Bar Sheltered English Instruction Professional Learning Training and Coaching for Cohort 2	August 14, 16, 18, 2023		State mandated training for MLLs	06/16/23	08/10/23

Underlining indicates additions since first sent to the board.

Hillside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: August 10, 2023

14. Julie Jewell 15. Kristina Borg 16. Musheerah Gill 17. Marco Coimbra						
Kimberly Cook	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Laquana Best	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Donald Howard	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Calvin Lofton	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23

Underlining indicates additions since first sent to the board.

Hillside Public Schools
Board Approval for Training and Seminars, Conventions and Conferences
Board Meeting: August 10, 2023

			11-000-230-585-01-00			
Joyce Simmons	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Jo-Ann Horton Givens	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Juan Allende	NJSBA Annual Workshop	October 23-26, 2023 Atlantic City, NJ	Registration \$175.00/person \$98.00 /night /person not to exceed 3 nights. M&IE \$59 /full day \$44.25 /travel day Mileage \$.655 /mile 11-000-230-585-01-00	The workshop will provide current industry information for administration and board members	07/25/23	08/10/23
Colleen Mangold	2023 NJAHPERD Lake Conference	October 16-17, 2023 Johnsonburg, NJ	Registration \$199.00	Professional Development hours as required by the State of New Jersey	08/07/23	08/10/23

Underlining indicates additions since first sent to the board.

**Special Education Request
Related Services/OOD Placements**

ED#2-08/23

OUT OF DISTRICT PLACEMENT REQUEST					
School/Placement	Student	Tuition	Term	Extraordinary Service	Days
The Deron School of New Jersey	2434672282	\$68,011.20	2023-2024		180
Montclair, NJ	2238247381	\$68,011.20	2023-2024		180
	8483660608	\$68,766.88	2023-2024		182
	4615462531	\$68,011.20	2023-2024		180
The Deron School of New Jersey	7287057851	\$79,346.40	2023-2024		210
Union, NJ					
FedCap School	4622420323	\$100,405.00	2023-2024		215
West Orange, NJ					
Cerebral Palsy League	6443881334	\$87,979.50	2023-2024		210
Jardine Academy	3116610239	\$75,411.00	2023-2024		180
Cranford, NJ	7909380497	\$87,979.50	2023-2024		210
	4993863098	\$87,979.50	2023-2024		210
	3579272902	\$87,979.50	2023-2024		210
	1527268028	\$87,979.50	2023-2024	\$31,500.00	210
Morris-Union Jointure Commission	8113418852	\$16,970.00	2023 ESY	full-time teacher asst. - \$7,531.00	30
Developmental Learning Center - Warren	8192848357	\$16,970.00	2023 ESY	full-time teacher asst. - \$7,531.00	30
Commission for the Blind & Visually	7909380497		2023-2024	Level I Services - \$2,200.00	180
Impaired	3116610239		2023-2024	Level I Services - \$2,200.00	180
Newark, NJ	6443881334		2023-2024	Level I Services - \$2,200.00	180
	9168259486		2023-2024	Level I Services - \$2,200.00	180
	2618770085		2023-2024	Level I Services - \$2,200.00	180
	7069161397		2023-2024	Level I Services - \$2,200.00	180
YCS- Sawtelle Learning Center	8652519192	\$78,965.19	2023-2024	\$40,912.41	199
Montclair, NJ					

ESY = Extended School Year (Summer)
Hillside Board of Education Regular Meeting August 10, 2023

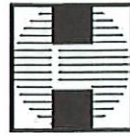
**Special Education Request
Related Services/OOD Placements**

ED#2-08/23

Essex Valley School	7506821663	\$91,000.00	2023-2024		200
Caldwell, NJ	1566387288	\$81,900.00	2023-2024		180
	2278034705	\$81,900.00	2023-2024		180
	7135344022	\$9,100.00	2023 ESY		20



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

CLINICAL STAFFING AGREEMENT - SCHOOLS

This Agreement (the "Agreement") dated the 1st day of July, 2023, between Home Care Therapies LLC dba Horizon Healthcare Staffing along with Horizon Staffing Resources (both to be referred to as "Horizon") and **Hillside Board of Education** and other related/affiliated organizations, corporations, or institutions hereinafter referred to as ("SCHOOL").

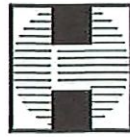
This Agreement shall commence on **July 1, 2023** and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to SCHOOL on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, Paraprofessionals as well as other clinical and non-clinical staff hereinafter referred to as "Temporary Staff"; as referenced in section four of this agreement. Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
 - A. Provision of services: Horizon shall provide and furnish to SCHOOL all services on an as-needed and as-requested basis.
 - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
 - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow SCHOOL access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of SCHOOL while said individual is performing services pursuant to this Agreement.
 - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
 - E. Cooperation with SCHOOL: Horizon agrees to cooperate and participate with SCHOOL in any internal peer review, external audit systems and grievance procedures as may be established by SCHOOL. Horizon further agrees to participate in SCHOOL case conferences and continuing in-service education for Horizon's Temporary Staff.
 - F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and SCHOOL

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign the SCHOOL's "Business Associates Confidentiality Agreement" and will also require all Temporary Staff sent to SCHOOL to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to SCHOOL upon request.

- H. Horizon will meet the qualifications of SCHOOL for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (New Jersey Office of Professions) and Office of Inspector General (Exclusion Database). In addition, Horizon agrees to check the New Jersey State Nurse Aid Registry to ensure that the CNAs sent to SCHOOL are eligible to work. If required, we will ensure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the School District and will complete any necessary forms specifically required by SCHOOL and to obtain the required fingerprinting. All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by The Department of Education of the State of New Jersey.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, and HIPPA.
- J. All Horizon Temporary Staffs will be issued an I.D. badge by Horizon.

3. **Duties and Obligations of SCHOOL:**

- A. Notwithstanding any provision herein to the contrary, SCHOOL remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations.

SCHOOL shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. SCHOOL will provide all supervision of the temporary staff Horizon furnishes.

- B. Should SCHOOL have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, SCHOOL must notify Horizon within one business day from the time services were rendered. It is the responsibility of the SCHOOL to monitor, manage, and ensure that the quality of the work provided by the temporary staff practitioners meets the standards of the SCHOOL. Failure to notify Horizon within this time frame (1 day) shall be deemed an acceptance to pay Horizon in full for services provided. Payments due to Horizon shall not be contingent upon the SCHOOL's reimbursement from its providers.



Homecare Therapies

dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

3.

- C. Cancellation: SCHOOL may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charge will be billed for lost shift wages.
- D. Horizon shall make every reasonable effort to secure substitute Temporary Staff for SCHOOL should it become necessary.
- E. Orientation: SCHOOL shall be responsible for orienting new Horizon personnel with the policy and procedures of SCHOOL. SCHOOL will be billed for the orientation.
- F. SCHOOL agrees not to directly or indirectly hire, or to use the services of any Temporary Staff assigned to it by Horizon within one (1) year after the last date of the Temporary Staff's assignment, or less than **1200 total working hours**. In the event SCHOOL either: (i) employs any Temporary Staff on a permanent or temporary basis, (ii) uses any Temporary Staff's services in a consulting or freelance capacity, or (iii) uses any Temporary Staff's services through another staffing agency, SCHOOL agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below (H.). It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- G. In the event one particular Horizon Temporary Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if SCHOOL chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by SCHOOL:

If SCHOOL decides to hire a Horizon Temporary Staff person furnished by Horizon, SCHOOL agrees to pay:

25% of the Horizon Temporary staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon Temporary staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon Temporary staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon Temporary staff person's annual salary if they are hired after the person has worked 1200 hours.



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

4. **Rates and Payment for Horizon Homecare Therapies Services:**

The following hourly rates will apply for all shifts and will be billed through Homecare Therapies LLC dba Horizon Healthcare Staffing for the 2023-2024 School Year:

RNs - Health Office coverage/field trips	\$ 68.00/hr
RN – Certified School Nurse	\$ 80.00/hr
RNs - 1:1 (skilled nursing services for a special needs student)	\$ 76.00/hr
Specialty RN – 1:1 (enhanced nursing services for medically fragile... ...special needs students, a separate addendum will be signed for those cases)	\$ 80.00/hr
LPNs 1:1 Skilled Nursing	\$ 60.00/hr
LPNs Nurse Specialty (1:1 enhanced nursing service for medically fragile special needs students)	\$ 65.00/hr
Student Transportation ONLY - (2 hour minimum each way)*	\$ 85.00/hr
RN – Overnight School Trips	\$ 68.00/hr (7:30 am – lights out) \$ 10.00/hr (lights out – 7:30 am)
RN Visit (dispense meds)	\$ 125.00 per visit
RN in-service / consulting	\$ 156.00/hr
Nurse Practitioner	\$ 96.00/hr
CNAs	\$ 40.00/hr
Physical/ Speech/ Occupational Therapy	\$ 120.00/hr

There is a 4-hour minimum per day for all positions. If the Temporary Staff person works less than 4 hours in a day, Horizon will invoice SCHOOL 4 hours at the above rate.

For those staffing assignments that require a clinician for 1:1 care of a special needs student, there will be a 4-hour billing charge for the following conditions:

- Cancellation or absence due to inclement weather,
- Student absences for any reason (including: Quarantine and isolation, COVID virus symptoms, COVID screening, and COVID testing)
- Shadow training for a substitute 1:1 clinician

***The school district will be responsible for arranging the transportation of the nurse back to his / her car after each leg of the assignment and the school district will be invoiced for the time it takes the nurse to transport the student from the home (or from the school) and then back to the nurse's vehicle.**

****District may add up to two additional persons for a fee of \$90.00 pp. First Aid Reference Books are required at a cost of \$65.00 per book.**



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

5.

5. Rates and Payment for Horizon Staffing Resources Services:

The following hourly rates will apply for all shifts and will be billed through Horizon Staffing Resources:

Paraprofessionals/Health Aides/Instructional Aides	\$ 36.80/hr
Paraprofessionals with Sub Certification	\$ 40.00/hr
ABA Paraprofessionals	\$ 42.00/hr
Registered Behavioral Technicians	\$ 42.00/hr
LMSW	\$ 59.00/hr
LCSW	\$ 75.00/hr
School Certified LCSW	\$ 80.00/hr
LDTC (Learning Disability Teacher Consultant)	\$ 96.00/hr
ABA (Nintey Minute Session)	\$ 126.00 per 90 minutes

There is a 4-hour minimum per day for all positions. If the Temporary Staff person works less than 4 hours in a day, Horizon will invoice SCHOOL 4 hours at the above rate. In addition, there will be a 4-hour billing charge for the following conditions:

- Cancellation or absence due to inclement weather,
- Student absences for any reason where a temporary staff person is being used on a 1:1 basis (including: Quarantine and isolation, COVID virus symptoms, COVID screening, and COVID testing) unless the temporary staff person is placed on another assignment in the school/district.

If the same Temporary Staff person works at SCHOOL more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

Shifts that are over 6 hours will be inclusive of a 30 minute paid break.

Horizon's payment terms are: invoices are due upon receipt.

Invoices that remain unpaid for more than 30 (thirty) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. Upon receiving Horizon invoice, if SCHOOL disputes any portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice. Further, SCHOOL shall provide Horizon with all supporting documentation upon which SCHOOL is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by SCHOOL without such documentation and without written



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

authorization by Horizon. Payments due Horizon shall not be contingent upon SCHOOL's reimbursement from its Providers

This Agreement shall be governed by the laws of the State of New Jersey. It shall be at the sole discretion of Horizon Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Monmouth County or in any other appropriate jurisdiction at the sole and exclusive discretion of Horizon Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Horizon Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by SCHOOL.

The following holidays are billed at time and a half:

New Year's Day
Martin Luther King
Presidents' Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

All time cards and "sign in / out" sheets (furnished by Horizon to Temporary Staff) from School **must** be submitted prior to **noon** on **Monday** via fax (732) 817-0555, and mailed to 198 Route 9 North, Suite 107 Manalapan, NJ 07746. Horizon will bill using timesheets. Signature of School Nursing Supervisor will validate time sheet.

SCHOOL will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.

6. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 8:30 am through 5:30 pm. SCHOOL will have access to our 24 hour a day, 7 days a week on-call coordinator.
7. Both parties shall comply with access to records pursuant to NJAC 6A:32
8. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Temporary Staff providing minimum limits of liability as follows:

Comprehensive General Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate
Professional Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate

198 Route 9 North Suite 107, Manalapan NJ 07726 • 732-817-0500 • Fax: 732-817-0555

_____ Initial



Homecare Therapies
dba/ Horizon Healthcare Staffing



7.
Horizon Staffing Resources

Horizon will provide a copy of the Certificate of Insurance to Hillside Board of Education upon request.

9. **Terms and Termination:**

Either party may terminate this agreement at any time with or without cause. Termination shall not relieve either party from obligations already incurred.

10. **Indemnification:**

SCHOOL shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of School's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by SCHOOL, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

Horizon will indemnify and hold SCHOOL, including as applicable Hillside Board of Education Board of Education, owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against SCHOOL as a direct consequence of Horizon's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

11. **Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

12. **Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any patient or other person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

13. **Notices:**

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

Horizon Healthcare Staffing
198 Route 9 North
Suite 107
Manalapan, NJ 07726

Hillside Board of Education
195 Virginia Street
Hillside, N.J. 07205

14. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.
15. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and SCHOOL. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

Print Name

Title



Anna Mancini

Sr. Director of Client Services
Horizon Healthcare Staffing

Signature

Date

Master Services Agreement

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** July 14, 2023, by and between **Hillside Public School District** located at 195 Virginia Street Hillside, New Jersey 07205, referred to in this Agreement as ("Customer"), and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 200 American Metro Boulevard, Hamilton, NJ, 08619, United States of America referred to in this Agreement as ("Maxim"). Customer or Maxim may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in New Jersey and wishes to engage Maxim to provide personnel to supplement Customer's staff;

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"Behavior Intervention Plan" or "BIP" is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.

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“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Maxim, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes.

“School Health Services” means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth herein.

“Special Education Services” means specially designed instruction to meet the unique needs of a child with a disability.

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"Supplies" means any and all necessary supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment ("PPE").

"Travel-Expense Payment" is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

"Travel Personnel" means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

"Week", pursuant to Section 6.1, **"Invoicing Week"** means a seven-day period beginning Sunday and ending Saturday. Maxim timekeeping considers all shifts as occurring completely on the day in which the shift begins.

"Work Site" means any location Customer assigns Personnel to render Services.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) Staffing. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a School Work Site or in an environment controlled by Customer, and as permissible by any applicable scope of practice law(s) or standards of nursing. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in "Attachment A." Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time

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and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a "Change Request"). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.3 Related Services or School Based Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.4 Special Education Services. Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are Maxim employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim's duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Maxim prior to Personnel accompanying a

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student for transport. Maxim reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Maxim Personnel on the transportation and emergency protocol(s).

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.