

Agenda  
Regular Meeting December 13, 2016

CALL TO ORDER: PM

FLAG SALUTE

NOTICE OF MEETING:

Pursuant to the Open Public Meetings Act, adequate notice of this meeting has been provided as follows: by having the time, date and place of the meeting posted on the bulletin board in the Administration Building November 23, 2016; by sending a copy of the meeting notice to the Star Ledger Newspaper November 23, 2016; and by filing a copy with the Township of Hillside on November 23, 2016.

ROLL CALL:

Chiles-Bass			Vertreese		
Cook			Watson		
Hampton-Sosa			James		
Mondella			Gayles		
Sileem			Weinheimer		
Thompson-Epps			Machado		

Public Comments – **Agenda Items**

Executive Session

Announcements and Reminders

Presentation by WOK and Student Representatives

Presentation on the 2015-16 Comprehensive Annual Financial Report – Paul Lerch, Lerch Vinci and Higgins

Student Representative's Report

Superintendent's Report

Business Administrator's Report

Committee reports:

- Finance: Ms. Hampton-Sosa
- Education: Ms. Thompson-Epps
- Community Relations: Ms. Chiles-Bass
- Buildings & Grounds: Ms. Rayba Watson

Public Comments – **Agenda Items**

Board Action

Public Comments – **Agenda and Non-Agenda Items**

**If anyone in the Public would like to speak on an AGENDA OR NON-AGENDA item ONLY, please come forward at the designated time. Please begin your comments by stating your name, address, and writing same in the log provided. Individuals are invited to speak on one topic at a time, and no individual will speak more than once, until all individuals so desiring have spoken once. Please limit your comments to three minutes on one item at a time.**

The time allotted, as set in board policy is three minutes per person and fifteen minutes in total per each comment period. (Note that this policy may be suspended by specific board action.)

**FINANCE – Hampton-Sosa/Chiles-Bass**

1. Motion to approve the minutes of the Regular Meeting held on November 17, 2016.
2. Motion to approve line item transfers. (FI#1-12/16)
3. Motion to approve the payment of bills subject to the availability of funds.
4. Motion to approve the Board Secretary's Report for the month November 2016.
5. Motion to approve the Treasurer's Report for the month November 2016.
6. Motion to receive the Comprehensive Annual Financial Report for the year ended June 30, 2016 along with the accompanying Auditors' Management Report on Administrative Findings – Financial Compliance and Performance June 30, 2016.
7. Motion to approve the Corrective Action Plan (CAP) in response to the Auditors' Management Report on Administrative Findings – Financial Compliance and Performance June 30, 2016. (FI#2-12/16)
8. Motion to approve contracting with Holloway Support System LLC to provide technology support three days per week, eight hours per day effective December 24, 2016 through March 31, 2017 at an hourly rate of \$57.00.
9. Motion to declare that T.D. Bank, N.A. shall be the depository for the following account, with all signatories as indicated and that all disbursements shall be made by check or wire transfer, all per Escrow Agreement dated as of December 22, 2015.

Account Name/Number  
Escrow Agent, TD Equipment Finance, Inc.  
Lease #40124648, Escrow #76-9754011

Signatories  
Gayles/Weinheimer/James  
Superintendent/Bus. Adm./President

Motion:            Second:

Chiles-Bass		Thompson-Epps	
Cook		Vertreese	
Hampton-Sosa		Watson	
Mondella		James	
Sileem			

**BUILDINGS & GROUNDS – Watson/Hampton-Sosa**

1. Discussion of Phil Rizzuto field.
2. Motion to approve the following change orders for GPC Inc. for the George Washington School addition and renovations project:
  - Change order #015 to reroute electrical service (credit) <\$2,000>
  - Change order #022 to provide traffic control during curb/sidewalk work +\$9,698.13
  - Change order #023 to furnish and install two volleyball sleeves +\$1,311
3. Motion to approve additional site visits for EI Associates as follows:
  - Hillside High School Gymnasium renovations - \$750 each visit/job meetings (going forward)
  - George Washington School addition - \$750 each visit past 20 visits/job meetings, per contract

Motion:

Second:

Chiles-Bass		Thompson-Epps	
Cook		Vertreese	
Hampton-Sosa		Watson	
Mondella		James	
Sileem			

**EDUCATION – Thompson-Epps**

1. Motion to accept the recommendation of the Superintendent of Schools and approve the Training and Seminars, Conventions and Conferences for the district. The board has determined that the travel is directly related to and within the scope of the employees' duties or responsibilities; that participation in the program or event is critical to the instructional needs of the district or furthers the efficient operation of the district; and that the travel is in compliance with the district policy on travel. (Attachment ED#1-12/16)
2. Motion to accept the Superintendent's Report of Harassment, Intimidation and Bullying (HIB): 12 cases for November 17, 2016 through December 13, 2016.
3. Motion to approve the attached list of destinations for in-state field trips for the 2016-2017 school year. (Attachment ED#2-12/16) (None at this time)
4. Motion to approve fifty HHS students in grade 12 to visit Bush Gardens/Historical Tour Water Country USA on May 19-21, 2017. This is a Senior Class Trip to Visit Historic Williamsburg, tour and Bush Gardens & Water Country. (Attachment ED#3-12/16)
5. Motion to accept the recommendation of the Superintendent of Schools and approve the submission of an amendment to the 2016-17 NCLB Program application to include the following 2015-16 carryover funds:
  - Title I – \$65,553.27
  - Title IIA - \$58,919.91
  - Title III - \$21,048.88
  - Title III Immigrant - \$21,243.69
6. Motion to accept the recommendation of the Superintendent of Schools and approve the submission of an amendment to the 2016-17 IDEA Program application to include the following 2015-16 carryover funds:
  - IDEA Part B – \$12,124.79
7. Motion to approve a contract with Preferred Home Health Care & Nursing Services, Inc. for the provision of LPN services at a cost of \$49 per hour and RN services at a cost of \$52 per hour for the 2016-17 school year. (Attachment ED#4-12/16)

Motion:

Second:

Chiles-Bass		Thompson-Epps	
Cook		Vertreese	
Hampton-Sosa		Watson	
Mondella		James	
Sileem			

Start date 7/1/2016 Period date 11/1/2016 End date 11/1/2016 Expenditure

FUND 11 GENERAL CURRENT EXPENSE			Original amt	Prior xfer	Period xfer	Adjusted amt	% Chg
11-000-100-566-11-00	TUIT PVT SCH HANDIC.		\$1,112,003.00	\$176,245.00	(\$22,100.00)	\$1,266,148.00	14%
16716	11-000-217-320-11-00	NOV TRANS		11/01/16	(\$22,100.00)		
11-000-211-172-01-00	SALARIES FAMILY SUPPORT TEAM		\$0.00	\$0.00	\$452.00	\$452.00	0%
16715	11-000-219-104-55-00	NOV TRANS		11/01/16	\$452.00		
11-000-213-340-09-00	PURCHASED TECHNICAL SERVICES		\$0.00	\$590.00	\$500.00	\$1,090.00	0%
16699	11-190-100-640-09-00	NOV TRANS		11/01/16	\$500.00		
11-000-217-320-11-00	PUR PROF-ED SVC - EXTRAORD SVC		\$420,000.00	(\$88,685.00)	\$22,100.00	\$353,415.00	-16%
16716	11-000-100-566-11-00	NOV TRANS		11/01/16	\$22,100.00		
11-000-219-104-55-00	SUMMER SALARIES CHILD STUDY TE		\$34,900.00	(\$11,377.00)	(\$452.00)	\$23,071.00	-34%
16715	11-000-211-172-01-00	NOV TRANS		11/01/16	(\$452.00)		
11-000-219-610-11-00	SPECIAL SERVICES - SUPPLIES &		\$18,000.00	(\$1,161.00)	(\$50.00)	\$16,789.00	-7%
16702	11-000-219-890-11-00	NOV TRANS		11/01/16	(\$50.00)		
11-000-219-890-11-00	SPECIAL SERVICES - MISC EXPENS		\$0.00	\$150.00	\$50.00	\$200.00	0%
16702	11-000-219-610-11-00	NOV TRANS		11/01/16	\$50.00		
11-000-223-580-01-00	TRAVEL FOR STAFF TRAINING		\$2,500.00	\$999.00	\$2,579.00	\$6,078.00	143%
16717	11-000-223-580-21-00	NOV TRANS		11/01/16	\$2,579.00		
11-000-223-580-21-00	TRAVEL FOR STAFF TRAINING HAA		\$3,500.00	(\$500.00)	(\$2,579.00)	\$421.00	-88%
16717	11-000-223-580-01-00	NOV TRANS		11/01/16	(\$2,579.00)		
11-000-223-590-09-00	STAFF DEVELOPMENT OTH PUR SVC		\$3,000.00	\$1,075.00	\$200.00	\$4,275.00	43%
16697	11-190-100-640-09-00	NOV TRANS		11/01/16	\$200.00		
11-000-230-590-01-00	OTHER PURCHASED SERVICES		\$175,882.00	(\$3,119.00)	\$1,300.00	\$174,063.00	-1%
16718	11-000-230-890-01-00	NOV TRANS		11/01/16	\$1,300.00		
11-000-230-890-01-00	SUPT OFFICE MISC EXPENSES		\$35,000.00	\$0.00	(\$1,300.00)	\$33,700.00	-4%
16718	11-000-230-590-01-00	NOV TRANS		11/01/16	(\$1,300.00)		
11-000-240-580-01-00	TRAVEL - DIRECTORS		\$0.00	\$381.00	\$450.00	\$831.00	0%
16690	11-000-240-610-01-00	NOV TRANS		11/01/16	\$450.00		
11-000-240-610-01-00	PRINCIPALS/ASST PRINCIPALS SUP		\$1,500.00	(\$75.00)	(\$450.00)	\$975.00	-35%
16690	11-000-240-580-01-00	NOV TRANS		11/01/16	(\$450.00)		
11-000-240-610-05-00	PRINCIPALS SUPPLIES & MAT APM		\$15,000.00	(\$478.00)	\$1,000.00	\$15,522.00	3%
16700	11-000-240-890-05-00	NOV TRANS		11/01/16	(\$500.00)		
16701	11-190-100-610-05-00	NOV TRANS		11/01/16	\$1,500.00		
11-000-240-890-05-00	MISC EXPENSES-APM		\$0.00	\$478.00	\$500.00	\$978.00	0%
16700	11-000-240-610-05-00	NOV TRANS		11/01/16	\$500.00		
11-000-251-610-01-00	BUS OFFICE SUPPLIES & MATERIAL		\$10,000.00	\$384.76	(\$75.00)	\$10,309.76	3%
16719	11-000-251-890-01-00	NOV TRANS		11/01/16	(\$75.00)		
11-000-251-890-01-00	BUS OFFICE MISC EXPENDITURES		\$4,600.00	\$2,220.00	\$75.00	\$6,895.00	50%
16719	11-000-251-610-01-00	NOV TRANS		11/01/16	\$75.00		
11-000-252-580-01-00	TECHNOLOGY TRAVEL		\$9,800.00	(\$200.00)	(\$270.00)	\$9,330.00	-5%
16720	11-000-252-590-01-00	NOV TRANS		11/01/16	(\$270.00)		

Start date 7/1/2016    Period date 11/1/2016    End date 11/1/2016    Expenditure

		Original amt	Prior xfer	Period xfer	Adjusted amt	% Chg
<b>FUND 11 GENERAL CURRENT EXPENSE</b>						
11-000-252-590-01-00	TECH OTHER PURCH SERVICES	\$0.00	\$0.00	\$270.00	\$270.00	0%
16720	11-000-252-580-01-00 NOV TRANS		11/01/16	\$270.00		
11-000-266-110-03-01	SALARIES SECURITY HL SUBS	\$0.00	\$0.00	\$200.00	\$200.00	0%
16721	11-000-266-610-01-00 NOV TRANS		11/01/16	\$200.00		
11-000-266-610-01-00	SECURITY - SUPPLIES	\$4,500.00	\$0.00	(\$200.00)	\$4,300.00	-4%
16721	11-000-266-110-03-01 NOV TRANS		11/01/16	(\$200.00)		
11-000-270-512-01-00	TRANS VENDORS OTH THAN SCH-HOM	\$80,000.00	(\$536.00)	(\$2,350.00)	\$77,114.00	-4%
16722	11-000-270-512-09-00 NOV TRANS		11/01/16	(\$2,350.00)		
11-000-270-512-09-00	CONTR SVC-OTH THAN HOME&SCH	\$2,000.00	\$536.00	\$2,350.00	\$4,886.00	144%
16722	11-000-270-512-01-00 NOV TRANS		11/01/16	\$2,350.00		
11-140-100-101-01-00	SALARIES TEACHERS (GRADE 9-12)	\$4,825,470.80	\$43,650.00	(\$387.00)	\$4,868,733.80	1%
16723	11-140-100-101-09-03 NOV TRANS		11/01/16	(\$387.00)		
11-140-100-101-09-03	SAL TEACH - MENTORING PROG HHS	\$0.00	\$0.00	\$387.00	\$387.00	0%
16723	11-140-100-101-01-00 NOV TRANS		11/01/16	\$387.00		
11-190-100-610-05-00	TEACHING SUPPLIES & MAT APM	\$70,000.00	\$9,573.29	(\$1,500.00)	\$78,073.29	12%
16701	11-000-240-610-05-00 NOV TRANS		11/01/16	(\$1,500.00)		
11-190-100-610-09-00	TEACHING SUPPLIES & MAT HHS	\$125,215.00	\$91,350.83	(\$3,091.00)	\$213,474.83	70%
16703	12-402-100-730-14-00 NOV TRANS		11/01/16	(\$3,091.00)		
11-190-100-640-09-00	TEXTBOOKS HHS	\$25,000.00	(\$897.50)	(\$700.00)	\$23,402.50	-6%
16699	11-000-213-340-09-00 NOV TRANS		11/01/16	(\$500.00)		
16697	11-000-223-590-09-00 NOV TRANS		11/01/16	(\$200.00)		
<b>Total for Just Accounts Listed</b>		<b>\$6,977,870.80</b>	<b>\$220,604.38</b>	<b>(\$3,091.00)</b>	<b>\$7,195,384.18</b>	<b>3%</b>

Start date 7/1/2016    Period date 11/1/2016    End date 11/1/2016

Expenditure

				Original amt	Prior xfer	Period xfer	Adjusted amt	% Chg
<b>FUND 12 CAPITAL OUTLAY</b>								
12-402-100-730-14-00	ATHLETIC EQUIPMENT			\$0.00	\$0.00	\$3,091.00	\$3,091.00	0%
16703	11-190-100-610-09-00	NOV TRANS			11/01/16	\$3,091.00		
<b>Total for Just Accounts Listed</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,091.00</b>	<b>\$3,091.00</b>	<b>0%</b>

Start date 7/1/2016    Period date 11/1/2016    End date 11/1/2016

Expenditure

		Original amt	Prior xfer	Period xfer	Adjusted amt	% Chg
<b>FUND 20 SPECIAL REVENUE FUNDS</b>						
20-218-100-610-05-00	PSEA SUPPLIES & MATERIALS	\$15,000.00	\$2,997.37	\$60.00	\$18,057.37	20%
	<span style="border: 1px solid black; padding: 2px;">16704</span> 20-218-200-610-05-00 NOV TRANS		11/01/16 \$60.00			
20-218-200-610-05-00	PSEA SUPPLIES & MATERIALS	\$2,500.00	\$0.00	(\$60.00)	\$2,440.00	-2%
	<span style="border: 1px solid black; padding: 2px;">16704</span> 20-218-100-610-05-00 NOV TRANS		11/01/16 (\$60.00)			
<b>Total for Just Accounts Listed</b>		<b>\$17,500.00</b>	<b>\$2,997.37</b>	<b>\$0.00</b>	<b>\$20,497.37</b>	<b>17%</b>



**CORRECTIVE ACTION PLAN**

NAME OF SCHOOL HILLSIDE COUNTY UNION

TYPE OF AUDIT ANNUAL

DATE OF BOARD MEETING December 13, 2016

CONTACT PERSON KENNETH R. WEINHEIMER

TELEPHONE NUMBER (908) 352-7664 EXT 6428

RECOMMENDATION NUMBER	CORRECTIVE ACTION APPROVED BY THE BOARD	METHOD OF IMPLEMENTATION	PERSON RESPONSIBLE FOR IMPLEMENTATION	COMPLETION DATE OF IMPLEMENTATION
1 School Purchasing Program	Notification to the Office of the Comptroller of a contract award for an amount exceeding \$2 million.	Notification to be provided to the Office of the Comptroller according to N.J.S.A. 52:15C-10.	Business Administrator	November, 2016
2 Student Body Activities/Athletic Activities	Several athletic account deposits were not made in a timely manner.	Athletic collections (gate receipts, etc.) to be deposited in a timely manner/per Standard Operating Procedures (SOP).	Athletic Director	November, 2016

CHIEF SCHOOL ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_ BUSINESS ADMINISTRATOR/BOARD SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

C: COUNTY SUPERINTENDENT

**Hillside Public Schools**  
**Board Approval for Training and Seminars, Conventions and Conferences**  
**Board Meeting: December 13, 2016**

Attachment ED#1-12/16

Number Attending	Conference Title	Dates Location	Anticipated Reimbursement* (Source)	Purpose+	Date of Request	Date of Board Approval	Report (due within 30 days)
* Expenses may exceed state and federal reimbursement guidelines + How will this activity promote the delivery of instruction, improvement of curriculum, or further district goals?							
A. Gayles	Techspo 2017	January 26, 27, 2017  Harrah's Hotel Atlantic City, NJ	Registration \$425.00 <u>Transportation \$107.</u> <u>Meals \$96.00</u> <u>Other \$117.50</u> <u>Total Cost \$745.50</u>  11-000-230-580-01-00	Technology in Schools- All aspects including & not limited to education, security, record keeping, networking, computers and software.	12/8/16	12/13/16	
C. Oliver-Hawley	Techspo 2017	January 26, 27, 2017  Harrah's Hotel Atlantic City, NJ	Registration \$425.00 <u>Transportation \$107.</u> <u>Meals \$96.00</u> <u>Other \$117.50</u> <u>Total Cost \$745.50</u>  20-270-200-580-01-00	Technology in Schools- All aspects including & not limited to education, security, record keeping, networking, computers and software.	12/8/16	12/13/16	
K. Weaver	Techspo 2017	January 26, 27, 2017  Harrah's Hotel Atlantic City, NJ	Registration \$425.00 <u>Transportation \$107.</u> <u>Meals \$96.00</u> <u>Other \$117.50</u> <u>Total Cost \$745.50</u>  11-000-230-580-01-00	Technology in Schools- All aspects including & not limited to education, security, record keeping, networking, computers and software.	12/8/16	12/13/16	

HILLSIDE PUBLIC SCHOOLS  
Hillside, New Jersey

"School Business" will be automatically recorded for teachers in charge, chaperones listed below.  
"Request for Absence" not required.

Historical Tour

Destination: Town/State Williamsburg VA Facility/Attraction Bush Gardens/Water Country USA

Date of Application Nov. 17, 2016 Date of Trip May 19-21, 2017

Purpose of Trip/Indicate Educational Value of Trip (attach additional sheet(s) if necessary) Senior Class Trip  
Visit Historic Williamsburg, Tour and Bush Gardens + Water Country USA.  
\* Students would need cash for Dinner (2 nights)

School HHS Grade 12

Number of Students 50 Means of Transportation Charter Bus

Describe how students are selected to participate in trip Trip is advertised and it will be a first to pay basis.

Time of Departure 7 AM 5/19 Expected Time of Return 5/21 2pm

Teacher(s) In Charge Maureen Krzyzanowski

List chaperones who will accompany students Christine Sedwa, Angela Lawler  
Maureen Krzyzanowski, James Boyle, Vonda Edwards, Eugene Davis

Name of Bus Company Vilani Bus  
(Company must be on current approved list of transportation contractors)

Price Per Bus 4,550 Total Cost for buses \_\_\_\_\_

Cost of Transportation Per Student \$91 Paid By Bd of Ed School Fund  Student PTA Other

Admission Fees Per Student \$115.00 Paid By Bd of Ed School Fund  Student PTA Other

Lunch Expenses Per Student \$75.00 Paid By Bd of Ed School Fund  Student PTA Other

Other Expenses Per Student \$14.99 Paid By Bd of Ed School Fund  Student PTA Other

Total Assessment Per Student \$295.00 (When paid by student/parent) \*Cash for Dinner if they want.

Approved by Principal C Sedwa Date 11/29/16

Out-of-State Trip Requiring Board Approval \_\_\_\_\_ (Check by Superintendent)

Date Buildings & Grounds/LRPF Committee will Review (for Out-of-State Trips) \_\_\_\_\_

Date of Board of Education Meeting to Take Action on Out-of-State Trips \_\_\_\_\_

Approved by Board \_\_\_\_\_

Rejected by Board \_\_\_\_\_

Superintendent's Signature [Signature], E.D. Date 12/02/16

(Revised: January 2005, October 2006, May 2007)

included

11/18/2016

Class of 2017 Trip - Maureen Krzyzanowski

## Class of 2017 Trip

Maureen Krzyzanowski

Mon 11/14/2016 11:43 AM

To: Christine Sidwa <CSidwa@hillsidek12.org>;

Here is my plan as we stand today.

Any suggestions?

Thank you

Maureen

Class of 2017 Senior Trip

Based on 50 Students

Prices:

Vilani Bus \$4550.00 / 50=	\$91.00
Hotel per student 2 nights (breakfast included)	\$75.00
Group Tour Colonial Williamsburg	\$14.00
Bush Gardens Ticket and Food /Water Country USA and Food	\$ 115.00
Cost per student	\$295.00

Dates Are May 19th-21st.

Friday May 19th

Leave HHS at Approx 7:30

Arrive in Va Check into hotel. 12 noon? (Willaimsburg Woodlands Hotel)

Go to Bush Gardens Park Stay til closing 10pm

Return to hotel

Sleep!

Saturday May 20th

Colonial Williamsburg tour 9-12

Water Country Park 1-closing

Return to Hotel.

Swim and relax

There is a restaurant within walking distance (within hotel complex) if students are hungry.

Sunday May 21st - 9 AM Depart ~~the~~ Hotel return to Hillside

11/18/2016

Class of 2017 Trip - Maureen Krzyzanowski

Bus Departs 9 am return to Hillside approx 3pm.

This is a list of the interest parties for the 2017 Senior Class Trip  
Meeting date 11/21/16

Berny Nerestant

Jennifer Bouve

Charisma Majette

Heaven Pina

Hajji McQueen

Josephine Siaw

\*Maliyah Bellinger

\*Kabre Perry

Susan De Cruz

Tyla Edwards

Sabrina Celian

\*Anysia Hyppolite

\*Iyanna Harris

Jaylen Harris

Aimie Dormesious

Leonard Terry

Jayla Way

\*Nathan McAllister

Najee Abdul-Malik

\*Dymon Boyd

Caitlin Laryea

\*Fara Jean

\*Julius Alston

7  
P. Kogaluk NN 11/29/16  
11-2976

\* medical concern



Preferred Home Health Care & Nursing Services, Inc.

**SCHOOL STAFFING AGREEMENT**

Student: ■■■ #5530546052

This Agreement is entered into this 29<sup>th</sup> day of August 2016, by and between **Hillside Board of Education**, located at 195 Virginia St. Hillside, NJ 07205, referred to in this Agreement as *SCHOOL*, and *Preferred Home Health Care & Nursing Services, Inc.* including its affiliates and subsidiaries, with an office located at 45 Main Street (Highway 35) Eatontown, NJ 07724 referred to in this Agreement as **PREFERRED**.

SCHOOL requires health care personnel to provide nursing services to SCHOOL students under the general supervision of the SCHOOL and wishes to engage PREFERRED to provide such personnel to supplement SCHOOL staff.

PREFERRED employs health care personnel and is willing to provide such personnel to SCHOOL.

Therefore, SCHOOL and PREFERRED agree to the following terms and conditions.

**ARTICLE 1. - TERM OF AGREEMENT**

**Section 1.01** **Term and Termination.** This Agreement will be in effect for one (1) SCHOOL calendar year 8/29/16 – 6/30/17. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

**ARTICLE 2. - RESPONSIBILITIES OF PREFERRED**

**Section 2.01** **Services.** Subject to availability of qualified Personnel *CHHA(s), RN(s) and LPN(s)*, PREFERRED will, upon request by SCHOOL, provide one-on-one nursing services to physically and/or mentally challenged SCHOOL STUDENT(s). PREFERRED may also provide a SCHOOL nurse for sick days and vacation days for the regular/full-time SCHOOL nursing staff. Services will be provided according to the SCHOOL calendar year, provided by SCHOOL and includes, but not limited to, traveling to and/or from SCHOOL on transportation provided by SCHOOL.

**Section 2.02** **Personnel.** PREFERRED will supply SCHOOL with personnel who meet the following criteria:

- A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.
- B. Meet PREFERRED and SCHOOL conditions of employment regarding health clearance, provision of professional references and any other applicable hiring criteria such as a criminal background check, documentation of which will be kept in the employee file.

**Section 2.03** **Nurse Pool.** PREFERRED will establish a back-up personnel pool to provide coverage in the event of personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT(s) care.

**Section 2.04** **Insurance.** See the attached Insurance and Indemnification Agreement.

**Section 2.05** **Additional Insured Status and Certificate of Insurance.** See the attached Insurance and Indemnification Agreement.

**Section 2.06** **Employer Obligations.** PREFERRED will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. PREFERRED, or

its subcontractors, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation and unemployment insurance.

### ARTICLE 3. - RESPONSIBILITIES OF SCHOOL

- Section 3.01** **Responsibility for Student Care.** SCHOOL retains full authority for STUDENT(s) care while using PREFERRED personnel.
- Section 3.02** **Individual Education Programs (IEP).** Services to be provided will be determined by the individual students IEP. SCHOOL will provide PREFERRED with STUDENT(s) IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the STUDENT(s) IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT(s) plan of care, as established by STUDENT(s) physician.
- Section 3.03** **Right to Dismiss.** If SCHOOL(s) Board or designee determines that anyone provided by PREFERRED is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such personnel to leave the premises and will notify PREFERRED immediately. SCHOOL(s) obligation to compensate PREFERRED for such personnel services will be limited to the number of hours actually worked. PREFERRED will not reassign such personnel to SCHOOL without prior approval of the SCHOOL(s) Board or designee. PREFERRED has the right to cure such incompetence by replacing incompetent personnel with competent personnel.
- Section 3.04** **Insurance.** SCHOOL will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the SCHOOL industry. SCHOOL will forward a copy of its professional liability insurance certificate to PREFERRED prior to execution of this Agreement and will give prompt written notice of any material change in SCHOOL coverage.
- Section 3.05** **Placement Fee.** SCHOOL will take no steps to recruit or hire as its own employees those personnel provided by PREFERRED during the term of this Agreement. SCHOOL understands PREFERRED is not an employment agency and that personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become full-time employees by the SCHOOL. The SCHOOL further acknowledges the substantial investment in business related costs incurred by PREFERRED to include advertisement, recruitment, interviewing, evaluation, reference, checks, training and supervising personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires personnel, SCHOOL will be in breach of this Agreement and SCHOOL agrees that damages would be too difficult to calculate. Accordingly, SCHOOL agrees that if SCHOOL recruits or hires Personnel who has been introduced to SCHOOL through this Agreement, SCHOOL agrees to give PREFERRED one hundred eighty (180) days notice of its intent to hire, continuing to staff personnel through PREFERRED for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice period or SCHOOL agrees to pay PREFERRED liquidated damages of thirty thousand dollars (\$30,000.00) or the sum of thirty percent (30%) of such Personnel annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

### ARTICLE 4. - MUTUAL RESPONSIBILITIES

- Section 4.01** **Orientation.** PREFERRED will cooperate with SCHOOL to provide PREFERRED personnel with an adequate and timely orientation to SCHOOL. At a minimum, SCHOOL will orient PREFERRED personnel to its hazardous communication procedures and the SCHOOL - specific



Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.

**Section 4.02** **Non-discrimination.** Neither PREFERRED nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era or any other category protected by law.

#### ARTICLE 5. - COMPENSATION

**Section 5.01** **Rates** PREFERRED will supply personnel under this Agreement at the rates listed in Attachment A.

**Section 5.02** **Billing.** PREFERRED will submit invoices to SCHOOL every week for personnel provided to SCHOOL. Invoices are to be sent to the following SCHOOL address:

**Attention: Ken Weinheimer – Business Administrator**  
**Hillside Public Schools**  
**195 Virginia St.**  
**Hillside, NJ 07205**

**Section 5.03** **Payment.** All amounts due to PREFERRED are due and payable within thirty (45) days from date of invoice. SCHOOL will send all payment to the following address:

**Preferred Home Health Care & Nursing Services, Inc.**  
**45 Main Street (Highway 35)**  
**Eatontown, NJ 07724**  
**(732) 443-8100**

**Section 5.04** **Late Payment.** N/A

**Section 5.05** **Rate Change.** PREFERRED will give SCHOOL at least thirty (30) days advance written notice of any change in billing/hourly rates.

#### ARTICLE 6. - GENERAL TERMS

**Section 6.01** **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

**Section 6.02** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.

**Section 6.03** **Indemnification.** See the attached Insurance and Indemnification Agreement.

**Section 6.04** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 6.05** **Entire Contract.** This Agreement constitutes the entire contract between SCHOOL and PREFERRED regarding the services covered under this Agreement. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

**Section 6.06**     **Availability of Personnel.** The parties agree that PREFERRED(s) duty to supply personnel on request of SCHOOL is subject to the availability of qualified SCHOOL personnel. The failure of PREFERRED to provide personnel or the failure of SCHOOL to request personnel results in no penalty and does not constitute a breach of this Agreement.

**Section 6.07**     **Compliance with Laws.** PREFERRED agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

**ARTICLE 7. - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

**Section 7.01**     **HIPAA Compliance.** In instance where PREFERRED received Protected Health Information, (PHI), herein referred to as HIPAA from SCHOOL, PREFERRED agrees that it shall:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Acts of 1996, as codified at 42 U.S.C. & 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.
- 2) No use or further disclosure of any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PREFERRED shall implement appropriate safeguards to prevent the use or disclosure of a patient(s) PHI other than as provided for by this Agreement.
- 3) Promptly report to SCHOOL any violations, use and/or disclosure of a patient(s) PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.



ATTACHMENT A
PREFERRED HOME HEALTH CARE & NURSING SERVICES, INC.
SCHOOL STAFFING RATES

A school day consists of hours worked. (Eight (8) hours is the standard billing per day, but varies.)

If special needs one-on-one services are provided, charges will be based on a rate of \$49 per hour for services rendered by a LPN.

If special needs one-on-one services are provided, charges will be based on a rate of \$52 per hour for services rendered by a RN.

SCHOOL and PREFERRED have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

Hillside Board of Education

Preferred Home Health Care & Nursing Services, Inc.

Signature

Signature

Craig L Hoffer

Printed Name and Title

Printed Name and Title

CRAIG HOFFER, ADMIN.

Date

Date

8-29-2016