


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

TO: Dr. Gerald Benaquista

C: Yolanda Koon, Kim Conti, Bernadette Watson,
Diane Cappiello, Quinay Taggart

FROM: Joe Seugling 

RE: Board Agenda

DATE: 6/24/2024

Approve teachers employed through Brookfield Schools, 1009 Berlin Road, Cherry Hill, NJ 08034 to provide bedside instruction for district students on an "as needed" basis for the school year 2024-2025 in an amount not to exceed \$3,000 in accordance with the information in the hands of each board member. (7693-11-150-100-320-01-19)

CONTRACT FOR BEDSIDE INSTRUCTION

This AGREEMENT is made and entered into this day of July 2024 by Brookfield Schools, with offices located at 1009 Berlin Road, Cherry Hill, New Jersey 08034 (hereinafter referred to as “Provider”) and Union Township Board of Education (hereinafter referred to as the “Board”) (collectively, the “Parties”).

Provider is engaged in the business of providing bedside instruction and Board has identified a need for such services to be provided to the students in the District of Union Township (District).

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

In consideration of the mutual covenants expressed herein, Provider and Board agree to the provision of services for the 2024 – 2025 school year, for the fee schedule set forth in the attached proposal by Provider.

I. Licensing/Certification

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

II. Criminal Background Check

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

III. Sexual Abuse/Child Abuse Disclosure Release Form

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

Provider agrees to indemnify, defend and hold the Board and its respective officers, employees and agents harmless from and against any suits, actions, liabilities, claims, damages and expenses including, without limitation, costs of investigation, expert witness fees, and attorney fees for the defense of the underlying suit, arising out of or in any manner connected with Provider’s compliance with its obligations under the PTT Law, including services performed under this Agreement by Provider, or anyone directly or indirectly employed by it, for any acts or omissions for which Provider may be legally liable with respect to the PPT Law. If in any given case a court rules that Provider is not negligent and/or did not breach its statutory duty, then Provider would have no obligation to defend and indemnify the Board.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

V. Indemnification

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

VI. Billing and Payment of Personnel.

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall forward to Board an itemized bill on a monthly unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be compensated in accordance with the rates set forth in its Proposal, provided that the total compensation to be paid for the **2024-2025** school year shall not exceed **\$3,000.00**.

VII. Term and Termination

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

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

VIII. Public Contracting Requirements

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

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

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

IX. ADDITIONAL TERMS

- A. **Governing Law.** This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. **Relationship to Parties.** Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. **Assignment.** This Agreement may not be assigned by either party, in whole or part.
- D. **Modification of Terms.** No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. **Notices.** Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. **Confidentiality.** Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. **Entire Agreement.** This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein.
- H. **Force Majeure.** Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

I. NOTICE

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

Notices to the Board shall be delivered to:
Yolanda Koon, Business Administrator/Secretary
Union Township Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:
Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Brookfield Schools
1009 Berlin Road
Cherry Hill, New Jersey 08034
ATTN: Patrick T. Kiernan, Executive Director

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

FEE SCHEDULE

2024-2025

SEE ATTACHED PROPOSAL

\$ 50.00 per hour.

NOT TO EXCEED \$3,000

Brookfield Schools

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

Brookfield School's educational services program teachers provide the essential mandated academic instruction for students while they are out of School District placement. Our teachers begin to deliver the academic instruction as soon as our teachers are able to meet and have a conference with the student. This date is used by Brookfield as the start date for instruction. Brookfield Schools is not involved in the student's placement in any facility. Our mission is to provide grade-level appropriate New Jersey standard-based instruction; help students, stay on their academic track; and to lessen any further educational gaps that have occurred due to the student's emotional and behavioral disorders. Brookfield teachers will provide specific tailored instruction until School District instructional materials are received.

Brookfield Schools follows the following laws/mandates to help school districts stay in compliance with applicable laws including but not limited to 6A:16-10.1; N.J.A.C. 6A:16-10.2; N.J.A.C. 6A:17-3.2

Students in State Facilities, in accord with 6A:17-3.2 will be provided 4 hours of instruction a day, five days a week, for a minimum of 220 days a year, days of instruction to be provided by Brookfield on a pro-rata basis. The actual number of days a student with a disability must attend shall be determined by the student's IEP in accordance with N.J.A.C. 6A:14-3.7. It is the responsibility of the School District to make sure that a student with a disability has an IEP that is fully compliance with both state and federal law.

Students provided Home or out-of-school instruction shall be provided one-one-one instruction for no fewer than 10 hours a week on three separate days of the week and no fewer than 10 hours

per week of additional guided-learning experiences that may include the use of technology to provide audio and visual connections to the student's classroom.

All School Districts are required to pay from the start date of instruction, as our certified teachers provide the educational services from day one.

Thank you,

Nancy Moran
Brookfield School Director of Program Development & Evaluation
nancy.moran@brookfieldschools.org 856-795-8228 x 303

Brookfield Schools

A Trauma Sensitive Approach to Academic & Therapeutic Excellence

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

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

To: _____

From: _____

Re: Updating our files for school district information

Brookfield Schools provides homebound instruction in area hospitals such as Jefferson Health-Cherry Hill and Washington Twp, For KEEPS Program- St. Peter's Hospital New Brunswick, the CASTLE Programs- Camden and Berlin, Inspira Programs- Woodbury, Bridgeton and Elmer Hospitals, Chester House- Chester, and Bonnie Brae – Liberty Corner. We are currently updating our files. Please take a moment to fill out the information requested on the Agreement form in its entirety and return it to us as soon as possible. This information will be kept on file if we receive students in our programs from your school district.

Thank you for your assistance.

**2024-2025 AGREEMENT FOR THE PROVISION OF INSTRUCTION WITH
THE BROOKFIELD EDUCATIONAL SERVICES PROGRAM**

The _____ Board of Education agrees that Brookfield Schools should provide educational services to the district students during their stay at our programs during the 2024-2025 school year.

Billing Address:

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

The current Hourly Teacher Rate approved by your District's Board of Education for the 2024-2025 school year \$ _____ hourly

The district agrees to the following:

1. To provide all necessary information regarding the classification and course of instruction being provided to the student.
2. To furnish all textbooks, essential assignments, and related materials and lesson plans for _____.
3. To make payment in the amount of \$ _____, (your current 2024-2025 rate) per hour for instructional services.
4. If your district requires a voucher/PO, please provide copies so we may keep them in our files.
5. In the event that Brookfield is not paid for the services provided, the District agrees to pay for Brookfield's attorney fees if the same is needed to collect any unpaid balance owed.

Brookfield Schools agrees to provide the following:

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

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

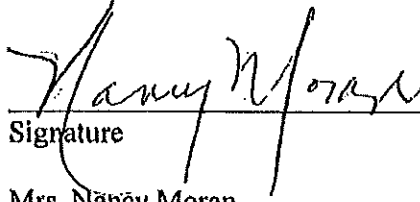
By the school district:

Signature

Name

Title

Date



Signature

Mrs. Nancy Moran
Name

Director of Program Development & Evaluation
Title

JUL 01 2024

Date



Signature

Mrs. Carrieann Olivero
Name

School Business Administrator/Assistant
Superintendent
Title

JUL 01 2024

Date

Thank you, please mail or email to:

Ms. Lorel Mazurkiewicz
Brookfield Schools
2301 E. Evesham Rd.
Suite 105
Voorhees, NJ 08043

Phone:
856-795-8228 x 308
Email:
lorel.mazurkiewicz@brookfieldschools.org

2024-2025 TUITION RATES - BROOKFIELD SCHOOLS		TAXID # 222-234-460/000		TOTALS	PER DIEM RATE	SCHOOL CODE ORDER
ACADEMY:	8-05-2-20		10 MONTH	\$81,570.60	\$453.17	COUNTY SCHOOL/DISTRICT-STATE
	5 WEATHER		EXTRAORDINARY RATE - 6.25 HOURS	\$31,500.00	\$175.00	08 8214 001
	DAYS ADDED					
ELEMENTARY:			10 MONTH	\$64,328.40	\$357.38	
	9:00-3:00		12 MONTH	\$71,476.00	\$357.38	
	8:30-1:00		SUMMER ONLY - ESY	\$7,147.60	\$357.38	08 8382 001
	5 WEATHER		EXTRAORDINARY RATE - 4.5 HOURS (ESY)	\$2,400.00	\$120.00	
	DAYS ADDED		EXTRAORDINARY RATE - 6 HOURS	\$33,500.00	\$175.00	
			ENTIRE YEAR EXTRAORDINARY RATE	\$33,500.00		
ASST. SUPERINTENDENT: CARRIEANN OLVERO 856-795-8228 X302			CARRIEANN.OLVERO@BROOKFIELDSCHOOLS.ORG			
BUSINESS OFFICE MANAGER - AR & AP- JACLYN HARTZELL 856-795-8228 X306			JACLYN.HARTZELL@BROOKFIELDSCHOOLS.ORG			
ATTENDANCE OFFICER: SANDY MANNING 56-795-8228 X 250			SANDY.MANNING@BROOKFIELDSCHOOLS.ORG			