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May 2, 2013

Mr. Manuel Vieira
Union Board of Education
2369 Morris Avenue
Union, NJ 07083

Dear Mr. Vieira:

Enclosed is a sample agreement for the Chapter 226 Nonpublic School Nursing Services between your district and the Union County Educational Services Commission for the 2013-2014 school year and a sample resolution for your Board approval.

Kindly return (2) two copies of the agreement and a resolution approved by your board and return them to my attention at your earliest convenience.

A fully executed copy will be returned to you for your files.

Very truly yours,

Robert A. Behot, Ed.D.
School Business Administrator/
Board Secretary

RAB/mlm

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The mission of Union County Educational Services Commission is to build partnerships and provide innovative educational solutions that support school districts and benefit all 21st century learners.

Union County Educational Services Commission

www.ucesc.org

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

CHAPTER 226 AGREEMENT

2013-2014

NONPUBLIC SCHOOL NURSING SERVICES

THIS AGREEMENT made this first day of July 2013, between the Union County Educational Services Commission, having its principal office at 45 Cardinal Drive, in the Town of Westfield, County of Union, and State of New Jersey, hereinafter referred to as **U.C.E.S.C.**, and the _____ Board of Education having its principal office at _____, New Jersey _____, County of Union, and State of New Jersey, hereinafter referred to as the **Public School District**.

WHEREAS, the U.C.E.S.C. by authority of its Board of Directors, acting on approval of the State Board of Education, is capable of providing auxiliary services to eligible students attending nonpublic schools; and

WHEREAS, the U.C.E.S.C. services are in accordance with Chapter 226, Laws of 1991, and the Rules and Regulations governing nursing services to nonpublic schools; and,

WHEREAS, the Public School District is under an obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to specified nursing services; and

WHEREAS, the Public School District has by Resolution of its Board agreed to contract with the U.C.E.S.C. to provide said services pursuant to said legislation,

NOW, THEREFORE, the parties hereto agree as follows:

- I. The terms and conditions of this Agreement shall be in effect from July 1, 2013 through and including June 30, 2014.
- II. The U.C.E.S.C. will provide agreed upon services from the following options within the limitation of funds:
 - A. Nursing services for eligible pupils who are enrolled full-time in the nonpublic school. The services shall include:
 1. assistance with medical examinations including dental screening;
 2. conducting screening of hearing examinations;
 3. the maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized; and
 4. conducting examinations of pupils between the ages of 10 and 18 for the condition known as scoliosis.

- B. Adopt written policies and procedures to provide emergency care, comparable to that which is available to the public school pupil of the district wherein they are located through community emergency response teams. The schools would secure such emergency care and be reimbursed by the Commission for costs incurred within the limitations.

- III. The Commission shall contact the nonpublic schools within the district and determine the services they will require within the parameters of the law and limitations of funds.

- IV. The term of this Agreement shall be in effect from September 1, 2013 until June 30, 2014.

- V. The Board agrees to pay the Commission the amount of the Chapter 226 Nonpublic School Nursing funding agreed upon in support of the Nonpublic School Nursing Services plus a 6% administrative fee. Based on services rendered, the Commission will provide a monthly invoice beginning on October 1 for September, etc. and ending on June 30 of the current school year. The district will remit payment monthly to the Commission. No other funding is due the Commission in order to operate this program.

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

_____ **Board of Education**

Attest:

_____	_____	_____	_____
Secretary	Date	President	Date

Union County Educational Services Commission

Attest:

_____	_____	_____	_____
Secretary	Date	President	Date