

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION
CHILD STUDY TEAM CONTRACT AGREEMENT
School Year 2018-2019**

This contract is entered by North Hunterdon Voorhees Regional School District and the Hunterdon County Educational Services Commission for the provision of Child Study Team services for July 1, 2018, through June 30, 2019.

All Service Providers shall be appropriately certified by the Department of Education, State of New Jersey.

- A. The HCESC will provide CST members, as needed, as assigned, for the life of this contract. CST member(s) will provide all requested services as per code, including but not limited to, meetings, evaluations, determination of eligibility, case management, IEP development and any other services requested.
- B. The HCESC will provide a billing statement, at the end of each month, for the previous month's services. If the North Hunterdon Voorhees Regional School District is in arrears by two (2) months, the HCESC reserves the right to place all services, including any service in process, on hold until payment in full is received.
- C. This contract is renewable for the 2019-2020 school year.
- D. If the contract is not renewed for 2019-2020 by either party, any open invoices must be paid in full prior to the HCESC releasing any/all confidential student files to the school.
- E. The public/charter school will provide an appropriate area for confidential evaluations/meetings/services. The maintenance of the area shall be the responsibility of the public/charter school.
- F. The public/charter school will inform the CST member(s) of snow days, school closings and any other days the children and/or school are not available for services.
- G. The fee schedule/rate sheet for services is attached.
- H. The public/charter school will be billed, as per the attached rate sheet, for meetings/evaluations/services cancelled by the public/charter school or parent/guardian with less than 24 hour notice to the provider of service(s) from the HCESC.
- I. Any/all materials/test kits/other items necessary for services/testing/etc. will be provided by the school and made available to the provider, if needed.
- J. If an employee or consultant of the Hunterdon County Educational Services Commission (HCESC) is employed by North Hunterdon Voorhees Regional School District independently of the Hunterdon County Educational Services Commission within one (1) year of the termination of this contract, the school

agrees to pay the HCESC a placement or finder's fee equal to 50% of the employee's or consultant's projected first year's gross income. This fee will be paid to the HCESC within 30 days of the start date.

- K. Either party may terminate any agreed upon service listed in this contract by providing 30 day written notice of intent, which is mailed to the business faddress, provided here in.
- L. **INDEMNIFICATION:** The School District/Charter School agrees to indemnify, defend and hold harmless HCESC from and against any and all claims, penalties, demands, causes of actions, damages, losses. Liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to Charter/District obligations pursuant to this agreement, except to the extent attributable to the gross negligence or willful misconduct of HCESC, its agents, representatives, officers, or employees. This section shall survive the termination of this agreement and the completion of the parties' duties under this agreement. The school/charter agrees to attach proof of insurance to said contract.

North Hunterdon Voorhees Regional
School District

Date

Corinne Steinmetz
HCESC Business Administrator/Board Secretary

Date