

AGREEMENT
between the
PARAMUS BOARD OF EDUCATION
and
Dr. Michael Meese
JULY 1, 2021
to
JUNE 30, 2022

AGREEMENT

This AGREEMENT is made this 22nd day of October, 2021, by and between the Paramus Board of Education (hereinafter referred to as "Board"), which has offices located at 145 Spring Valley Road, Paramus, New Jersey 07652, and **Dr. Michael Meese** (hereinafter referred to as "School Physician"), whose address is **17 Elm Ave, Hackensack, NJ 07601**.

WITNESSETH:

WHEREAS, N.J.S.A. 18A:40-1 and N.J.A.C. 6A:16-2.3 require that every school district in the State of New Jersey employ a school physician;

WHEREAS, the Board desires to retain the services of
Dr. Michael Meese
as the school physician for the Paramus School District
(hereinafter referred to as "District");

WHEREAS, **Dr. Michael Meese** is currently licensed by the New Jersey Board of Medical Examiners in medicine and desires to render the professional services of a school physician to the District as provided in this Agreement; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement;

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree to be bound by the following terms and conditions:

I. QUALIFICATIONS OF THE SCHOOL PHYSICIAN

The School Physician represents that he/she possesses the following qualifications:

A. A current and valid license issued by the New Jersey Board of Medical Examiners which authorizes the School Physician to practice medicine and surgery in New Jersey. In the event that said license is revoked, terminated, or otherwise impaired or, in the event that the School Physician receives notice of such impending action, the School Physician will immediately notify the Board of said event.

B. Training and experience which includes child and adolescent health and development.

C. Completion of Student Athlete Cardiac Screening professional development in accordance with N.J.S.A. 18A:40-41d and confirmation that School Physician has read the pamphlet developed pursuant to N.J.S.A. 18A:40-41.

D. Broad knowledge of current statutes and regulations governing school health services.

E. Experience in the delivery of medical services.

Additionally, the School Physician represents that he/she has never been denied privileges in any hospital and that the School Physician's license has never been revoked, terminated or otherwise impaired.

II. PERFORMANCE RESPONSIBILITIES

The School Physician will work cooperatively with the Board, the administration and staff and agrees to personally perform all responsibilities and duties established and requested by the Board and Superintendent of Schools or his designee, which shall include but is not limited to:

A. Consultation in the development and implementation of District policies, regulations, procedures and mechanisms related to health, safety and medical emergencies for students and employees pursuant to N.J.A.C. 6A:16-2.1(a);

B. Consultation to District medical staff regarding the delivery of school health services, which includes the administration of medication, tuberculin testing and other special health care needs of technology supported and medically fragile children, including those covered by 20 U.S.C. §§ 1400 et seq., Individuals with Disabilities Education Act;

C. Consultation to the Board, District administrators and staff on all medical matters, including emergencies involving students and employees, as needed;

D. Determine the employee's physical and mental fitness to perform the duties of his/her position, to detect any health risks to students and staff when requested by the Board and/or Superintendent of Schools, and provide

Hepatitis B vaccinations for employees who are determined by the Superintendent of Schools, after consulting with the school nurse, to need vaccinations due to their potential exposure to body fluids;

E. Physical examinations conducted in the School Physician's office or other comparably equipped facility for students who do not have a medical home or whose parent(s) or legal guardian(s) have identified the school as the medical home for the purpose of:

1. determining medical eligibility to participate in any health, safety and physical education course, program or activity, and all interscholastic sports and intramural sports and activities made available to students by the Board;

2. determining whether any student is suffering from any physical defect, whether they have contracted a contagious disease, whether they evidence departure from normal health, and whether their presences in school is detrimental to the health of other students;

3. conducting a scoliosis assessment of students who have been identified by the school nurse as needing such an assessment; and

4. providing a statement of the physical fitness for students requiring work papers.

F. Review reports from other licensed physicians regarding student eligibility, conduct student-athlete cardiac screening and attest to having completed the professional development module in accordance with N.J.S.A. 18A:40-41d; and provide parents or legal guardian with written notification of approval or disapproval of the student's participation in athletics based upon the medical report. The results of each examination shall be recorded upon a form recommended by the Commissioner of Education;

G. Direct the professional duties of other medical staff;

H. Direct and supervise the conduct of physical examination of students and employees;

I. Direct, supervise and provide assistance to the certified school nurse(s), noncertified nurse or health aide(s) in the conducting of or assistance with health screenings of students and staff as well as the delivery of school health services;

J. Written standing orders regarding school health protocols, including the use of prescription and

nonprescription medications, shall be reviewed and reissued before the beginning of each school year;

K. Establishment of standards of care for emergency situations and medically-related care involving students and school staff;

L. Review, as needed, reports and orders from a student's medical home regarding pupil health concerns;

M. Authorization of tuberculin testing for conditions outlined in N.J.A.C. 6A:16-2.2(c);

N. Review, approve, or detail reasons for denial of the determination by a student's physician of the anticipated confinement and resulting need for a student's home instruction;

O. Consultation with the District certified school nurse(s) to obtain input for the development of the school Nursing Services Plan pursuant to N.J.A.C. 6A:16-2.1;

P. When necessary, examine students suspected of abuse of controlled dangerous substances, including anabolic steroids;

Q. Assist the District in rendering decision on issues pertaining to classified and Section 504 students;

R. Participate in case conferences with the child study team and Section 504 coordinator, as requested;

S. Review, as needed, reports and orders from private physicians regarding student health concerns, including but not limited to, Do Not Resuscitate (DNR) orders and, upon consultation with Board attorney, advise appropriate staff members as necessary;

T. Advise the Board, the administration and staff on issues relating to the promotion of health, the prevention of disease and the detection of communicable diseases;

U. Serve as district liaison to the state and local departments of health and community health agencies;

V. Assist the District in complying with the rules and regulations of the State Department of Health and the State Department of Education which relate to the sanitation of public buildings and grounds and the prevention and control of communicable disease;

W. Plan and administer a communicable disease control program and report incidents of disease as required by law;

X. Provide and maintain health records and reports in accordance with federal, State and local statutes and regulations, as well as Board Policies and Regulations;

Y. Participate in the development of a comprehensive school health program and services and the planning and implementation of inservice education activities;

Z. Inform the community of the school health program and interpret school health policies and practices; and

AA. Perform other duties within the scope of the School Physician's license and contractual agreement with the Board.

III. HARASSMENT, INTIMIDATION AND BULLYING

The School Physician is required to comply with the provisions of the Board's anti-bullying policy pertaining to contracted service providers, pursuant to New Jersey statute. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing, within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to

all contracted service providers and their employees a copy of the anti-bullying policy and information regarding the policy.

IV. TERMS OF AGREEMENT

It is understood by and between both parties that:

A. Services are to be provided at the request of the Board from July 1, 2021 through June 30, 2022, or until terminated pursuant to Section V of this Agreement.

B. The Board will compensate the School Physician for the services set forth in this Agreement an annual fee of **\$7,500** dollars. If this Agreement terminates prior to June 30, 2022, the annual fee will be reduced proportionately. Any extra services for vaccinations shall be billed to the Board at a mutually agreed upon price for the delivery of services. The School Physician acknowledges and agrees that the annual compensation amount set forth in this Agreement is the School Physician's total compensation for the medical services rendered pursuant to this Agreement. The School Physician will not directly charge or bill students, their parents, or the Board's employees for any services provided pursuant to the terms of this Agreement.

C. Payment shall be made for services rendered in twelve (12) equal installments, beginning July 1, 2021 and the last day of each subsequent month, which shall be payable

no later than forty-five (45) days following the date of the Board's receipt of the School Physician's invoice. The School Physician will submit an invoice and a signed voucher to support the payment for services rendered.

V. TERMINATION

A. This Agreement may be terminated by either party without cause upon sixty (60) days written notice. All written notices affecting termination must be hand delivered or sent by certified or registered mail to the parties' addresses referenced above. Notice shall be deemed effective upon receipt.

B. Failure to comply with the terms and conditions of this Agreement constitutes cause for termination without sixty (60) days written notice. If either party has cause to terminate the Agreement, written notice will be given to the other party, allowing seven (7) days to cure. If not cured within seven (7) days, the Agreement may be immediately terminated in writing by the other party with cause.

VI. CRIMINAL HISTORY BACKGROUND CHECK

The School Physician will be subject to a criminal history background check in accordance with N.J.S.A. 18A:6-7.1 to 7.5 to determine whether information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the School Physician from

being employed as a School Physician. The School Physician will bear all costs associated with the criminal history background check.

VII. EMPLOYMENT HISTORY BACKGROUND CHECK

N.J.S.A. 18A:6-7.6 to 7.13 prohibits a contractor paid to provide services to a board of education that will involve regular contact with students from employing a person assigned to provide such services to the board unless the contractor conducts a review of the employment history of the employee who will be assigned to provide services by contacting the employee's current and/or former employers from the past twenty (20) years and requesting information about child abuse and sexual misconduct on the part of that employee, if any. As such, the School Physician shall comply with the requirements of N.J.S.A. 18A:6-7.6 et seq. and hereby consents to and authorizes disclosure of the information requested under the law and the release of related records by the School Physician's listed current and former employers.

VIII. INSURANCE AND INDEMNIFICATION:

A. The School Physician shall provide professional liability coverage in the minimum amounts of \$1,000,000 per medical incident and \$3,000,000 annual aggregate, which will cover any and all liability arising out of and/or related to the School Physician, rendering the services set forth in this Agreement. A contractual liability endorsement shall be

included in the professional liability insurance policy. In addition, the School Physician shall provide the Board with general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 annual aggregate, which will name the Board as an additional insured and cover the Board for liability arising out of and/or related to the School Physician rendering services set forth in this Agreement, which is not covered by the professional liability policy. The School Physician will furnish the Board with a copy of the certificate of insurance prior to the rendering of the services set forth herein. Additionally, the School Physician will provide written documentation in the form of a certificate of insurance which evidences Workers' Compensation Insurance for the School Physician's employees prior to the rendering of services set forth herein.

B. The School Physician shall indemnify and hold the Board, its members, agents, servants, officers and employees harmless from any and all claims, liability, damages and/or expenses, including, but not limited to, reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the services provided by the School Physician, his employees, agents or servants pursuant to this Agreement, if said claims, liability, damages and/or expenses are caused by any error,

omission, negligent or intentional act of the School Physician, his employees, agents, or servants.

IX. INDEPENDENT CONTRACTOR

The School Physician, his/her employees, agents, or servants are independent contractors and are not employees, agents, or servants of the Board for any purpose whatsoever.

X. LAWS

The School Physician shall comply with all applicable laws, statutes, regulations, and ordinances and orders issued by any governmental entity, including but not limited to the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit A attached hereto and made a part hereof.

XI. MISCELLANEOUS PROVISIONS:

A. ASSIGNMENT: This Agreement will not be assigned without prior written consent of the other party.

B. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties. No additions, changes, modifications, renewals, extensions or other representations or promises will be binding upon the parties unless reduced to writing and signed by both parties.

C. WAIVER: The various rights and remedies of the parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement will not be construed as a

waiver or relinquishment of any such covenant or condition and same will continue in full force and effect.

D. SEVERABILITY: The terms and conditions set forth herein will be deemed severable. If any clause or provision contained herein will be deemed unenforceable by a court of competent jurisdiction, it will not affect the validity of any other clause or provision which will continue in full force and effect.

E. This Agreement is subject to any and all federal, State and local statutes and laws, municipal ordinances and all regulations promulgated by any agency of the federal and state government.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

WITNESS:

PARAMUS BOARD OF EDUCATION

By: _____

Board Secretary/Business
Administrator

Board President

Dated: _____

WITNESS:

SCHOOL PHYSICIAN

Dated: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

The failure to submit such appropriate evidence will result in rescission of the contract.