

**MONTVILLE TOWNSHIP BOARD OF EDUCATION
OPEN PUBLIC RECORDS ACT REQUEST FORM**

86 River Road Montville, New Jersey 07045

Custodian of Records: Katine M. Slunt

973-331-7100 x2221

katine.slunt@montville.net

Important Notice

The last page of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information – Please Print

First Name	AI	MI	Last Name	Manzo
E-mail Address	opra+request-32876-ee027d60@requests.opramachine.com			
Mailing Address				
City		State		Zip
Telephone	FAX			
Preferred Delivery:	Pick Up	US Mail	On-Site Inspect	Fax
				E-mail
If you are requesting records containing personal information, please circle one: Under penalty of N.J.S.A. 2C:28-3, I certify that I <u>HAVE / HAVE NOT</u> been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.				
Signature				Date

Payment Information

Maximum Authorization Cost	\$
Select Payment Method	
Cash	Check
Money Order	
Fees:	Letter size pages - \$0.05 per page
	Legal size pages - \$0.07 per page
	Other materials (CD, DVD, etc) – actual cost of material
Delivery:	Delivery / postage fees additional depending upon delivery type.
Extras:	Special service charge dependent upon request.

Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

Open Public Records Request:

- Please provide me the contracts for school physicians for the school years 2020-2021, 2021-2022

AGENCY USE ONLY

Est. Document Cost	
Est. Delivery Cost	
Est. Extras Cost	
Total Est. Cost	
Deposit Amount	
Estimated Balance	
Deposit Date	

AGENCY USE ONLY

Disposition Notes	
Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.	
In Progress	- Open
Denied	- Closed
Filled	- Closed
Partial	- Closed

AGENCY USE ONLY

Tracking Information		Final Cost	
Tracking #	MONT00087	Total	
Rec'd Date	06/22/2022	Deposit	
Ready Date	06/23/2022	Balance Due	
Total Pages	electronic	Balance Paid	
Contracts Attached			
Custodian Signature			06/23/2022
			Date

DEPOSITS

The custodian may require a deposit against costs for reproducing documents sought through an anonymous request whenever the custodian anticipates that the documents requested will cost in excess of \$5 to reproduce.

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):

(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven business days.**)

N.J.S.A. 47:1A-1.1

- ☐ Inter-agency or intra-agency advisory, consultative or deliberative material
- ☐ Legislative records
- ☐ Law enforcement records:
 - ☐ Medical examiner photos
 - ☐ Criminal investigatory records (however, N.J.S.A. 47:1A-3.b. lists specific criminal investigatory information which must be disclosed)
 - ☐ Victims' records
- ☐ Trade secrets and proprietary commercial or financial information
- ☐ Any record within the attorney-client privilege
- ☐ Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
- ☐ Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- ☐ Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- ☐ Information which, if disclosed, would give an advantage to competitors or bidders
- ☐ Information generated by or on behalf of public employers or public employees in connection with:
 - ☐ Any sexual harassment complaint filed with a public employer
 - ☐ Any grievance filed by or against an employee
 - ☐ Collective negotiations documents and statements of strategy or negotiating
- ☐ Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- ☐ Information that is to be kept confidential pursuant to court order
- ☐ Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
- ☐ Social security numbers
- ☐ Credit card numbers
- ☐ Unlisted telephone numbers
- ☐ Drivers' license numbers
- ☐ Certain records of higher education institutions:
 - ☐ Research records
 - ☐ Questions or scores for exam for employment or academics
 - ☐ Charitable contribution information
 - ☐ Rare book collections gifted for limited access
 - ☐ Admission applications
 - ☐ Student records, grievances or disciplinary proceedings revealing a students' identification
- ☐ Biotechnology trade secrets N.J.S.A. 47:1A-1.2
- ☐ Convicts requesting their victims' records N.J.S.A. 47:1A-2.2
- ☐ Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) N.J.S.A. 47:1A-3.a.
- ☐ Public defender records N.J.S.A. 47:1A-5.k.
- ☐ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law N.J.S.A. 47:1A-9
- ☐ Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
 - When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
 - Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information N.J.S.A. 47:1A-10

N.J.S.A. 47:1A-1

- ☐ "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)

- ☐ Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
- ☐ Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)

- ☐ Certain records maintained by the Office of the Governor
- ☐ Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
- ☐ Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
- ☐ Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
- ☐ Information in a personal income or other tax return
- ☐ Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
- ☐ Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- ☐ Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.

(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each record.)

REQUEST FOR RECORDS UNDER THE COMMON LAW

If, in addition to requesting records under OPRA, you are also requesting the government records under the common law, please check the box below.

A public record under the common law is one required by law to be kept, or necessary to be kept in the discharge of a duty imposed by law, or directed by law to serve as a memorial and evidence of something written, said, or done, or a written memorial made by a public officer authorized to perform that function, or a writing filed in a public office. The elements essential to constitute a public record are that it be a written memorial, that it be made by a public officer, and that the officer be authorized by law to make it.

☐ Yes, I am also requesting the documents under common law.

If the information requested is a "public record" under common law and the requestor has a legally recognized interest in the subject matter contained in the material, then the material must be disclosed if the individual's right of access outweighs the State's interest in preventing disclosure.

Please set forth your interest in the subject matter contained in the requested material:

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

1. All government records are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.
2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5.g. The seven (7) business day response time does not commence until the records custodian receives the request form. If you submit the request form to any other officer or employee of the **Name of Agency**, that officer or employee must either forward the request to the appropriate custodian, or direct you to the appropriate custodian. N.J.S.A. 47:1A-5.h.
3. Requestors may submit requests anonymously. If you elect not to provide a name, address, or telephone number, or other means of contact, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request.
4. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the **Name of Agency**.
5. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The **Name of Agency** custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records. Anonymous requests in excess of \$5.00 require a deposit of 100% of estimated fees.
6. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, **and** who is seeking government records containing personal information pertaining to the person's victim or the victim's family. This includes anonymous requests for said information.
7. By law, the **Name of Agency** must notify you that it grants or denies a request for access to government records within seven (7) business days after the agency custodian of records receives the request. If the record requested is not currently available or is in storage, the custodian will advise you within seven (7) business days after receipt of the request when the record can be made available and the estimated cost for reproduction.
8. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
9. If the **Name of Agency** is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form or other written correspondence and send you a signed and dated copy.
10. Except as otherwise provided by law or by agreement with the requester, if the agency custodian of records fails to respond to you within seven (7) business days of receiving a request, the failure to respond is a deemed denial of your request.
11. If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the **Name of Agency** to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.
12. Information provided on this form may be subject to disclosure under the Open Public Records Act.

AGREEMENT

Between the

MONTVILLE BOARD OF EDUCATION

and

DR. JOELLE S. REHBERG, D.O.

July 1, 2021

to

June 30, 2022

AGREEMENT FOR PHYSICIAN'S SERVICES

This Contract is by and between the **Montville Township Board of Education**, with offices located at 86 River Road, Montville, New Jersey (hereinafter referred to as the "Board") and **Dr. Joelle S. Rehberg, D.O.**, 9 Matilda Terrace, Towaco, New Jersey (hereinafter referred to as "Dr. Rehberg" and/or the "School Physician").

A. CONTRACT TERM

This Contract shall be in effect from July 1, 2021 to June 30, 2022 or until terminated in accordance with the terms of this Agreement.

B. COMPENSATION

1. Dr. Rehberg shall be paid \$19,000.00, for the services as set forth in Section F.1 through 4, subsections (a) through (d) and (g) through (u) below, to be paid in twelve (12) equal monthly installments of \$1,583.33 each.
2. In addition to the services described in Section F.1 through 4, subsections (a) through (d) and (g) through (u), Dr. Rehberg shall perform the services described in Section F.4, subsections (e) and (f) below, for which she shall be compensated on a case-by-case basis as requested, as follows:
 - a. When providing services, as described in Section F, subsection (e), Dr. Rehberg shall be paid at a rate of \$95.00 per examination conducted under this subsection. Said fee of \$95.00 shall include urinalysis, vision screening and EKG, if necessary.
 - b. When providing services, as described in Section F, subsection (f), Dr. Rehberg shall be paid at a rate of \$175.00 per examination intended to assist in the decisions of special education and section 504 students, Dr. Rehberg shall conduct a comprehensive physical examination, with accompanying written report, to assist in the decision of each special education and section 504 student referred by the Child Study Team and/or school district, when necessary. For a review of reports and recommendations to the Child Study Team, Dr. Rehberg shall be paid at a rate of \$95 per report.

C. QUALIFICATIONS

The School Physician represents that the School Physician rendering services to the Board shall possess the following qualifications:

- A current and valid medical license issued by the New Jersey Board of Medical Examiners which authorizes the physician to practice medicine in New Jersey.
- Training and experience which include child and adolescent health and development.

- Completion of Student Athlete Cardiac Screening professional development in accordance with N.J.S.A. 18A:40-41d and has read the pamphlet developed pursuant to N.J.S.A. 18A:40-41.
- Broad knowledge of current statutes and regulations governing school health programs and services.
- Experience in delivery of medical services.
- Strong interpersonal and communication skills.

D. CRIMINAL HISTORY CHECK REQUIRED

In accordance with N.J.S.A. 18A:6-7.1, a criminal history record check shall be completed for the School Physician and anyone acting or delegated by the School Physician to serve as School Physician, to determine whether or not information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification, which would disqualify the School Physician or anyone acting or delegated by the School Physician to serve as School Physician from being employed as a School Physician. All the costs for the criminal history record check shall be borne by the School Physician.

E. SCOPE OF SERVICES

The School Physician shall ensure the health and safety of students and staff through participation in the development of policies and procedures related to physical examinations/health screenings, school site health/safety standards and oversight of the school health services.

F. DUTIES AND RESPONSIBILITIES

1. The School Physician shall work cooperatively with the Board, the administrative staff, and District personnel, and agrees to personally cover and perform all responsibilities and duties established or requested by the District.
2. The School Physician shall serve as consultant to the District on all medical matters, including emergencies which concern students and employees of the District.
3. The School Physician shall report to the Superintendent of Schools (hereinafter referred to as "Superintendent" or "Chief School Administrator") and the Director of Special Services.
4. The School Physician shall, at the request of the Superintendent or his designee:
 - a. Oversee the delivery of school health services.
 - b. Provide annual physicals, including but not limited to eye, ear, nose, throat, neck, back, spine, chest, lungs, heart, abdomen, upper and lower extremities, testes and scoliosis examinations and monitoring of height, weight, pulse, and blood pressure for students who do not have a medical home.
 - c. Examine students to determine the medical eligibility to participate in any health, safety and physical education course, program or activity offered by the Board, including interscholastic and intramural sports if student does not have a medical home; 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 with written notification of approval or disapproval for participation. The results of each examination shall be recorded upon a form recommended by the Commissioner of Education and include the following components: immunizations; medical history including allergies, past serious illnesses, injuries and operations, medications, and current health problems; health screenings including height, weight, hearing, blood pressure, and vision; cardiac screening and physical examinations. Physical examinations will be conducted in an appropriately equipped facility for students who do not have a medical home.

- d. Examine students to learn whether they are suffering from any physical defect, whether they have contracted a contagious disease, whether they are under the influence of any substance as defined in N.J.S.A. 18A:40A-9, whether they evidence departure from normal health, and whether their presence in school is detrimental to the health or cleanliness of other students and recommend exclusion from school where appropriate.
- e. Perform physical examinations on new employees who chose to use the district medical inspector, to determine the employee's physical and mental fitness to perform with reasonable accommodation in the position which he or she seeks or currently holds, and to detect any health risks to students and other employees. The examination shall include the following components: a health history completed by the individual or the physician which shall include past serious illnesses and injuries, current health problems, allergies and record of immunizations; a health screening which shall include height and weight, blood pressure, pulse and respiratory rate and vision screening, hearing screening and Mantoux test for tuberculosis; and a medical evaluation which shall include, but not be limited to, a record of immunizations. The School Physician shall also perform examinations on current employees as per the Superintendent's request.
- f. Assist the District in rendering decisions on issues pertaining to special education and section 504 students and participate in case conferences with the Child Study Team, as requested. Written reports will be provided regarding same.
- g. Advise the Board, the administration and teaching staff on issues relating to the promotion of health, the prevention of disease and the detection of communicable diseases and report incidents of disease as required by law.
- h. Inform the community of the school health program and interpret school health policies and practices.
- i. Comply with the rules and regulations of the local Board of Health, the State Department of Health and the State Department of Education which relate to the sanitation of public grounds and buildings, and the prevention and control of communicable diseases.
- j. Provide advice and assistance in the development, implementation and enforcement of District policies, procedures and mechanisms related to health, safety and emergency medical procedures, including emergency protocols affecting students and employees.
- k. Serve as District liaison to the state and local departments of health and community health agencies.

- l. Assist with the development of the school nursing services plan and establish standards of care for emergency situations and medically related care involving students and school staff (e.g., seizures, asthma).
- m. Direct the professional duties or activities of the school nurse and/or school health aides, and compile and issue regulations governing professional techniques, the conduct of inspections or tests and the administration of treatment.
- n. Consult with the school nurse and other medical staff regarding the delivery of school health services, including but not limited to, administration of medication, tuberculin testing, and the special health care needs of technology supported and medically fragile children, including those covered by federal and state laws.
- o. Review, as needed, reports and orders from private physicians regarding student health concerns, including but not limited to Do Not Resuscitate (DNR) orders, and advise employees as necessary.
- p. Review and approve written standing orders regarding school health protocols prior to each school year.
- q. Visit the individual school health offices.
- r. Reissue annually, as appropriate, standing orders for both prescription and non-prescription medications to be used in emergencies for symptoms of anaphylaxis in individuals with unknown allergies.
- s. Review, approve or detail reasons for denial of a physician's determination of the anticipated confinement and resulting need for home instruction.
- t. Ensure that all required health records are maintained in the prescribed format and in a manner that retains medical confidentiality.
- u. Related consultation to the Board, District administrators and staff on health issues of the Board, administration and other employees.

G. HARASSMENT, INTIMIDATION AND BULLYING

As an independent contractor, 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. The District shall provide to all contracted service providers and their employees a copy of the anti-bullying policy and information regarding the policy.

H. SCHOOL PHYSICIAN'S DESIGNEES

Dr. Rehberg may designate other physicians from her office to perform any of the services described in this Contract with prior approval of the Chief School Administrator. Prior to any such designee's performance of services under this Contract, Dr. Rehberg shall provide the Board with a signed written statement that the designee is sufficiently trained and experienced to adequately perform the services required under this Contract.

I. SUPPLIES AND EQUIPMENT

Dr. Rehberg and each of her designees shall supply, at their own expense, all materials, supplies, equipment and instruments required to perform the services agreed to be performed in accordance with this Agreement. The Board shall not be liable to Dr. Rehberg or her designees for any expenses paid or incurred by Dr. Rehberg or her designees, unless otherwise agreed to in writing.

J. INDEMNIFICATION

Dr. Rehberg hereby agrees to indemnify and hold the Board, collectively and individually, and its agents or employees, harmless, from all losses, injuries or damages caused by Dr. Rehberg or her designee's negligent, reckless or intentional acts or omissions occasioned in rendering the services described in this Contract. Such indemnifications shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

K. INDEPENDENT CONTRACTOR

1. Dr. Rehberg and each of her designees shall be considered independent contractors and shall not be considered employees or agents of the Board and shall not receive from the Board any benefits or emoluments for their services other than as expressly described herein. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the Board on behalf of Dr. Rehberg or her designees. Dr. Rehberg and each of her designees shall be responsible for the payment of said taxes as mandated by law.
2. Anything contained herein to the contrary notwithstanding, Dr. Rehberg and each of her designees hereby agree to waive any and all life and medical insurance claims and any and all claims for payment of back taxes (including federal and state income tax, Medicare tax, social security tax, unemployment tax, etc.), in the event that it is determined by a court or agency of competent jurisdiction that Dr. Rehberg or her designee's services hereunder do not qualify her/them as an independent contractor.

L. INSURANCE

Dr. Rehberg and each of her designees shall be covered by a valid professional liability insurance policy. A copy of such license and proof of insurance shall be provided to the Board prior to the rendering of any of the services described in this Contract.

M. ASSIGNMENT OF CONTRACT

Dr. Rehberg shall not be allowed to assign this Contract or any terms or provisions contained herein, except as expressly provided herein.

N. CONTROLLING LAW

This Contract shall be governed by the laws of the State of New Jersey.

O. ENTIRE AGREEMENT

The entire Contract and Agreement between the parties is contained herein. It may not be changed or modified orally. This Contract may be supplemented, amended or revised only by a writing, which is signed by each of the parties.

P. SEVERABILITY

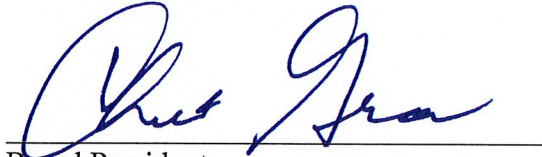
If any part of this Contract is held to be unenforceable, the rest of this Contract shall nevertheless remain in full force or effect.

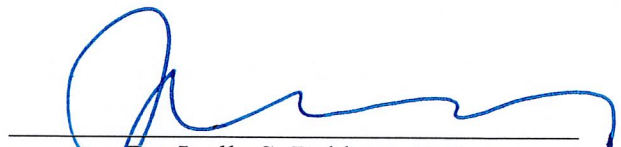
Q. TERMINATION CLAUSE

This Contract may at any time be terminated by either party giving to the other thirty (30) days' notice in writing of the intention to terminate same.

R. SIGNATURES

By signing below, Dr. Rehberg hereby accepts the employment as described herein and agrees to faithfully do and perform duties under the employment aforesaid, and to observe and enforce the rules prescribed by the Board of Education.


Board President


Dr. Joelle S. Rehberg, D.O.

Dated: 6/15/2021

Dated: to 7.15.2021


Business Administrator/Board Secretary

Dated: 6/15/2021

AGREEMENT
Between the
MONTVILLE BOARD OF EDUCATION
and

DR. JOELLE S. REHBERG, D.O.

July 1, 2020

to

June 30, 2021

- Completion of Student Athlete Cardiac Screening professional development in accordance with N.J.S.A. 18A:40-41d and has read the pamphlet developed pursuant to N.J.S.A. 18A:40-41.
- Broad knowledge of current statutes and regulations governing school health programs and services.
- Experience in delivery of medical services.
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D. CRIMINAL HISTORY CHECK REQUIRED

In accordance with N.J.S.A. 18A:6-7.1, a criminal history record check shall be completed for the School Physician and anyone acting or delegated by the School Physician to serve as School Physician, to determine whether or not information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification, which would disqualify the School Physician or anyone acting or delegated by the School Physician to serve as School Physician from being employed as a School Physician. All the costs for the criminal history record check shall be borne by the School Physician.

E. SCOPE OF SERVICES

The School Physician shall ensure the health and safety of students and staff through participation in the development of policies and procedures related to physical examinations/health screenings, school site health/safety standards and oversight of the school health services.

F. DUTIES AND RESPONSIBILITIES

1. The School Physician shall work cooperatively with the Board, the administrative staff, and District personnel, and agrees to personally cover and perform all responsibilities and duties established or requested by the District.
2. The School Physician shall serve as consultant to the District on all medical matters, including emergencies which concern students and employees of the District.
3. The School Physician shall report to the Superintendent of Schools (hereinafter referred to as "Superintendent" or "Chief School Administrator") and the Director of Special Services.
4. The School Physician shall, at the request of the Superintendent or his designee:
 - a. Oversee the delivery of school health services.
 - b. Provide annual physicals, including but not limited to eye, ear, nose, throat, neck, back, spine, chest, lungs, heart, abdomen, upper and lower extremities, testes and scoliosis examinations and monitoring of height, weight, pulse, and blood pressure for students who do not have a medical home.
 - c. Examine students to determine the medical eligibility to participate in any health, safety and physical education course, program or activity offered by the Board, including interscholastic and intramural sports if student does not have a medical home; review reports from other licensed physicians regarding student eligibility,

- l. Assist with the development of the school nursing services plan and establish standards of care for emergency situations and medically related care involving students and school staff (e.g., seizures, asthma).
- m. Direct the professional duties or activities of the school nurse and/or school health aides, and compile and issue regulations governing professional techniques, the conduct of inspections or tests and the administration of treatment.
- n. Consult with the school nurse and other medical staff regarding the delivery of school health services, including but not limited to, administration of medication, tuberculin testing, and the special health care needs of technology supported and medically fragile children, including those covered by federal and state laws.
- o. Review, as needed, reports and orders from private physicians regarding student health concerns, including but not limited to Do Not Resuscitate (DNR) orders, and advise employees as necessary.
- p. Review and approve written standing orders regarding school health protocols prior to each school year.
- q. Visit the individual school health offices.
- r. Reissue annually, as appropriate, standing orders for both prescription and non-prescription medications to be used in emergencies for symptoms of anaphylaxis in individuals with unknown allergies.
- s. Review, approve or detail reasons for denial of a physician's determination of the anticipated confinement and resulting need for home instruction.
- t. Ensure that all required health records are maintained in the prescribed format and in a manner that retains medical confidentiality.
- u. Related consultation to the Board, District administrators and staff on health issues of the Board, administration and other employees.

G. HARASSMENT, INTIMIDATION AND BULLYING

As an independent contractor, 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. The District shall provide to all contracted service providers and their employees a copy of the anti-bullying policy and information regarding the policy.

H. SCHOOL PHYSICIAN'S DESIGNEES

Dr. Rehberg may designate other physicians from her office to perform any of the services described in this Contract with prior approval of the Chief School Administrator. Prior to any such designee's performance of services under this Contract, Dr. Rehberg shall provide the Board with a signed written statement that the designee is sufficiently trained and experienced to adequately perform the services required under this Contract.

I. SUPPLIES AND EQUIPMENT

Dr. Rehberg and each of her designees shall supply, at their own expense, all materials, supplies, equipment and instruments required to perform the services agreed to be performed in accordance with this Agreement. The Board shall not be liable to Dr. Rehberg or her designees for any expenses paid or incurred by Dr. Rehberg or her designees, unless otherwise agreed to in writing.

P. SEVERABILITY

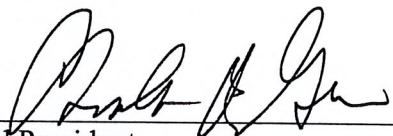
If any part of this Contract is held to be unenforceable, the rest of this Contract shall nevertheless remain in full force or effect.

Q. TERMINATION CLAUSE

This Contract may at any time be terminated by either party giving to the other thirty (30) days' notice in writing of the intention to terminate same.

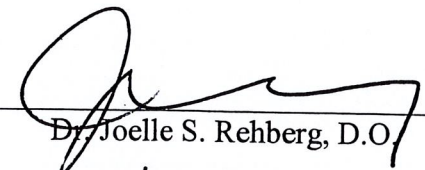
R. SIGNATURES

By signing below, Dr. Rehberg hereby accepts the employment as described herein and agrees to faithfully do and perform duties under the employment aforesaid, and to observe and enforce the rules prescribed by the Board of Education.



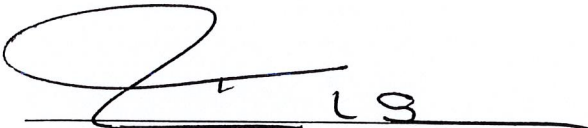
Board President

Dated: 6/16/2020



Dr. Joelle S. Rehberg, D.O.

Dated: 7/2/2020



Business Administrator/Board Secretary

Dated: 6/16/2020