

**Union County Educational Services Commission  
Program Management Services Agreement  
EMERGENCY ASSISTANCE TO NONPUBLIC SCHOOLS (EANS) Program**

This agreement (Agreement), is made effective as of \_\_\_\_\_, 2021, by and among the New Jersey Department of the Treasury, Division of Purchase and Property, located at 33 West State Street, 8<sup>th</sup> Floor, P.O. Box 230, Trenton, New Jersey (“DPP”) on behalf of the New Jersey Department of Education, located at P.O. Box 500, Trenton, New Jersey 08625-0500 (“NJDOE” and, together with DPP, the “State”) and Union County Educational Services Commission (“UCESC”), located at 45 Cardinal Drive, Westfield, NJ 07090.

**RECITALS**

WHEREAS, as part of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, (“CRRSAA”) Public Law 116-260, Congress allocated funds specifically to provide emergency assistance to students and teachers in eligible nonpublic schools, through the Emergency Assistance to Nonpublic Schools (“EANS”) program, to address the impact of COVID-19 on nonpublic school students and teachers;

WHEREAS, the U.S. Department of Education (“USDE”) has awarded a formula grant to New Jersey to provide awards to nonpublic schools in the state and provide administrative support to the project as contemplated by EANS;

WHEREAS, CRRSAA provides that State educational agencies must administer the program and cannot subgrant to local educational agencies;

WHEREAS, NJDOE issued a Request for Information (“RFI”) to eligible public entities, including education service commissions, special services school districts, and jointure commissions, qualified to provide the services and assistance contemplated by EANS, consistent with the legal requirement of EANS and State law and within the required time period; and

WHEREAS, UCESC submitted a response to the RFI and was selected by NJDOE for a contract award under the RFI.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, the State and UCESC hereby agree as follows:

**1. TERM**

The term of this Agreement shall commence on [DATE from 1<sup>st</sup> Paragraph] or upon execution by all of the parties hereto, and shall continue through 6/30/2023. The NJDOE State shall have the option of renewing this Agreement for up to two one-year extensions under the terms described in this Agreement, and as approved in writing by both parties, the services and pricing as described in Schedule A. This Agreement may be extended beyond the termination date for additional periods under terms provided for in writing and approved by both parties if underlying federal law or regulations extend the funding period of the program or otherwise allow.

**2. SCOPE OF WORK AND PAYMENT**

UCESC will provide the services described in the attached Schedule A, for which the NJDOE shall pay UCESC the compensation provided for in Schedule A.

**3. STATE OF NEW JERSEY’S STANDARD TERMS AND CONDITIONS**

UCESC has read, agreed to and executed the State of New Jersey Standard Terms and Conditions (Rev. 2/1/2021), attached hereto as Schedule B (the “Standard Terms and Conditions”), and the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev. 6/14/2018), attached hereto as Schedule C (the “Waivered Supplement” and, together with the Standard Terms and Conditions, the “State Terms and Conditions”).

#### **4. NATURE OF RELATIONSHIP**

Each of the State and UCESC and its personnel shall be deemed to be and shall be an independent contractor and shall not be deemed to be an employee of the other nor entitled to any benefits applicable to employees of the other. Neither the State, on the one hand, nor UCESC, on the other hand, is authorized or empowered to act as an agent for the other and neither shall enter into any agreement or incur any obligations on behalf of the other or commit the other in any manner without the prior written consent of the other.

#### **5. ENTIRETY OF AGREEMENT**

The parties agree that the contract between the State and UCESC consists of the following documents (collectively the “Contract”):

- A. This Agreement;
- B. Schedule B - Standard Terms and Conditions;
- C. Schedule C- Waivered Terms and Conditions;
- D. Schedule A- Pricing Agreement and Schedule A-1.

In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking).

The Contract, including this Agreement and each of the documents attached hereto as Schedules, constitutes the entire agreement between UCESC and the State with respect to this project and supersedes all previous agreements on this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. No other verbal or written agreement shall, in any way, vary or alter any provision of this Agreement except in the case of a written modification to this Agreement signed by the authorized representative of each of the parties.

#### **6. COUNTERPARTS**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

UNION COUNTY EDUCATIONAL SERVICES COMMISSION:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

NEW JERSEY DEPARTMENT OF EDUCATION  
DIVISION OF FINANCE

By: \_\_\_\_\_

Name: Amanda Schultz

Title: Director, Budget and Accounting

Date: \_\_\_\_\_

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**Approved as to Form:**

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_

Name: Roza Dabaghyan

Title: Deputy Attorney General

Date: \_\_\_\_\_

## **SCHEDULE A**

### **1. Related Program Management Services**

Union County Educational Services Commission shall provide the assigned nonpublic schools the following services from its proposal as follows:

Educational technology

Improving ventilation systems, including windows or portable air purification systems

Initiating and maintaining education and support services or assistance for remote or hybrid learning or to address learning loss

Leasing sites or spaces to ensure social distancing

Other materials, supplies or equipment recommended by the CDC for reopening and operation of school facilities to effectively maintain health and safety

Personal Protective Equipment (PPE)

Physical barriers to facilitate social distancing

Reasonable transportation costs

Redeveloping instructional plans for remote or hybrid learning or to address learning loss

Supplies to sanitize, disinfect, and clean school facilities

Training and professional development for staff on sanitization, the use of PPE, and minimizing the spread of infectious diseases

### **2. Pricing**

NJ DOE shall pay Union County Educational Services Commission pursuant to the terms of the Contract, at the price set forth therein, and in accordance with the nonpublic school allocations, as set forth below. Union County Educational Services Commission shall be only paid for actual goods or services provided or purchased on behalf of the nonpublic school.

Deliverables under this Agreement may be impacted by the actions of the nonpublic schools and ability of the Union County Educational Services Commission to provide goods or services.

### **3. Contract Value Calculation**

For the purposes of this Contract, the value of the Contract is based on nonpublic school allocations, which are based on student enrollment and Free/Reduced Meals (FRM) counts, as submitted in the 2019-2020 Nonpublic School Enrollment Report, and an amount based on COVID-19 impact, calculated by the NJDOE in June 2021. The nonpublic school selected the providers who can provide the requested services and determined how much of their total allocation to allocate to each service.

The contracted amount shall not exceed \$3,892,471.12. The detail follows.

**4. Billing Frequency**

Union County Educational Services Commission will be paid monthly upon submission of invoices reflecting services rendered or goods purchased. Invoices will be paid within 60 days of receipt in accordance with New Jersey's Prompt Payment Act.

<b>County</b>	<b>School Code</b>	<b>School</b>	<b>Name of authorized representative of the school:</b>	<b>Phone number of authorized representative: (example: xxx-xxx-xxxx)</b>	<b>Email address of authorized representative:</b>	<b>Union County Educational Services Commission</b>
ESSEX	0361	Montclair Kimberley Academy 0361	Kathryn Davison	973-509-7945	kdavison@mka.org	\$737,935.00
UNION	1225	Jewish Education Center 1225	Steven Karp	908 280-6203	skarp@thejec.org	\$534,791.70
UNION	1254	Roselle Catholic High School 1254	Thomas Berrios	908-265-2548	tberrios@rosellecatholic.org	\$300,000.00
UNION	1271	Oratory Catholic Prep 1271	Robert Costello	9082731084	rcostello@oratoryprep.org	\$280,651.00
UNION	1218	Saint John The Apostle School 1218	Dr. Deborah Egan	732-388-1360	degan@sjanj.org	\$240,720.00
UNION	1244	Koinonia Academy, The 1244	Dawn Niemeyer	908-731-6000	dniemeyer@koinoniaacademy.org	\$157,865.00
UNION	1268	Kent Place School 1268	Chris Bonner	908-273-0900	bonnerc@kentplace.org	\$143,800.00
UNION	1282	Holy Trinity 1282	Dr . Adele Ellis	908-233-0484	principal@holyltrinityschool.org	\$140,000.00
UNION	1262	Saint Bartholomew Academy 1262	Kimberly Harrigan	908-322-4265	sbapincipal@stbacademy.org	\$138,000.00
UNION	1215	Mother Seton Regional H S 1215	Laura M. Olden-Flammia	732-382-1952 x 175	mrsflammia@motherseton.org	\$136,332.00
ESSEX	0327	Saint Catherine Of Siena School 0327	Celine Kerwin	973-239-6968	c.kerwin@scs-school-cedargrovenj.org	\$135,000.00
ESSEX	0396	Good Shepherd Academy 0396	Jaclyn Pilat	973-667-2049	jpilat@gsanutley.org	\$128,014.00
UNION	1258	Saint Joseph The Carpenter Sch 1258	Patricia Cymbaluk	908-245-6560	cymbaluk@stjosephroselleschool.org	\$120,159.00
ESSEX	0406	Our Lady Of The Lake 0406	James Carlo	973-239-1160	jcarlo@myoll.org	\$116,554.00
UNION	1278	Saint Michael School 1278	Rebekah Scicolone	908-688-1063	rscicolone@smsunion.org	\$104,000.00
ESSEX	0312	Saint Peter School 0312	Phyllis Sisco	973-759-3143	Principalsisco@stpeter-school.org	\$103,500.00
UNION	1237	Saint Theresa School 1237	Sr. Marisa DeRose	908-276-7220	marisa.derose@mysts.org	\$99,071.00
ESSEX	0352	Aquinas Academy 0352	Eileen O'Neill	973-441-9116	eoneill@aqanj.org	\$80,000.00
UNION	1242	Academy Of Our Lady Of Peace, The 1242	Kelly Hart	908-464-8657	khart@theacademyolp.org	\$75,250.00
ESSEX	0335	Saint Joseph School 0335	Karen Cavaness	973-674-2326	kcavaness@stjosephea.com	\$67,102.00
ESSEX	0354	Far Brook School 0354	Minelly Saladin	973-379-3442	msaladin@farbrook.org	\$21,542.42
UNION	1273	Saint Teresa Early Childhood Center 1273	Christine Monaco	908-432-0448	christinem@stteresaavila.org	\$12,384.00

UNION	1929	Compass School House 1929	Susan DeWeever, Director, Compass SchoolHouse	908-232-2084	sue.deweever@compassschoolhouse.com	\$10,300.00
ESSEX	0397	Abundant Life Academy 0397	John Kuebler	973 667-9700	mrkuebler.ala@gmail.com	\$9,500.00