

**SUSSEX COUNTY EDUCATIONAL SERVICES COMMISSION  
CHAPTER 192-193 NONPUBLIC SERVICES AGREEMENT  
2020-2021**

This AGREEMENT made this 1st of July, 2020, by and between the Green Twp. Board of Education in the County of Sussex New Jersey (hereinafter the "Board"), located at: 69 Mackerley Rd Greendell, NJ 07839 and the **SUSSEX COUNTY EDUCATIONAL SERVICES COMMISSION** (hereinafter the "Commission"), located at 18 Gail Court, Sparta, New Jersey 07871.

WITNESSETH:

In the consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Education Services and Program.** The Board agrees to purchase from the Commission, and the Commission agrees to provide for the Board, the following auxiliary and remedial services to those eligible students identified in accordance with Chapters 192 and 193 of P.L. 1977 and the rules and regulations of the State Board of Education:

*Chapter 192*

- Compensatory Education
- English as a Second Language (ESL)
- Home Instruction

*Chapter 193*

- Evaluation and Determination of Eligibility for Special Education and Related Services
- Supplementary Instruction
- Speech

The Commission will also provide the following pursuant to the grant application:

- a) Child Study Team and speech pupil evaluation and determination;
- b) Development of required service plans (Speech-Language, Supplementary Instruction, Individual Student Improvement Plan);
- c) Staff development, observation and evaluation(s) per law; and
- d) Supervision and administration required for the implementation of services and programs.

Home Instruction will be provided by the Commission only if specifically requested by the Board and after provision to the Commission of a licensed physician's recommendation for such instruction. The Board shall pay the Commission for home instruction at the current rate established by the New Jersey Department of Education ("NJDOE"). The Board must apply for home instruction funding through the NJDOE finance office.

The Commission shall provide the Board with data to complete the State-mandated Report of Nonpublic Auxiliary and Handicapped Services and the Project Completion Report. The Board shall provide copies of completed reports to the Commission.

The Board shall advise the Commission of the identity of each nonpublic school within the district and shall require the nonpublic school to forward all State mandated reports, forms, pupil applications and student assessment results directly to the Commission.

This Agreement is subject to the rules and regulations for the delivery of Chapter 192-193 services promulgated by the NJDOE. The Commission shall not be liable for delays or termination of services by reason of actions of the NJDOE pertaining to funding, facilities approval, or lack thereof.

2. **Term.** This Service Agreement shall begin on July 1, 2020 and shall end on June 30, 2021, unless terminated sooner as provided herein. It is understood and agreed that actual student services shall not be provided during the summer recess.

3. **Payment of State Aid.** As consideration for the education services and program, the Board shall transmit State Aid payments to the Commission based on monthly billing statements for services to eligible students.

The Board agrees to pay to the Commission the per student rate established by the State for each contracted service. Billing will commence in September and shall continue thereafter for nine (9) successive months, with each monthly payment being due no later than the 15<sup>th</sup> of the following month. Billing statements will be sent to the Board's Business Administrator with a copy to the Board's Director of Special Services. The Commission shall adjust the monthly billing statements to reflect approved additional funding and actual services to eligible students. The Commission shall not bill more than the approved State Aid figures.

The annual billing charge for each eligible pupil provided services in Compensatory Education, ESL, Supplemental, Speech/Language, and Evaluation & Determination shall be based on approved State Aid figures and listed on Schedule A of this Agreement when provided by the NJDOE.

Eligible student and service verification shall be provided to the Board by the computer printout included as part of the monthly billing together with the student applications (the form 407-1). The Commission will provide the Board with the data necessary to complete the Project Completion Report by the close of the school year.

The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents and guardians, and the Board to insure effective articulation.

4. **School Year.** The Commission, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the Board that the Commission's school year and school calendar may not coincide with the school year or calendar of the Board. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any services or classes due to inclement weather or other reasons beyond its control.

The Commission will offer each nonpublic school serviced pursuant to this Agreement, and subject to receipt of sufficient funding, the following minimum time allotments of service per eligible student:

- a) Compensatory Ed.: One thirty-minute period per week.
- b) E.S.L.: One thirty-minute period per week.

In a Small group instructional setting

- c) Supplemental: One thirty-minute period per week.
- d) Speech/Language: One thirty-minute period per week.

In a Small group instructional setting or as indicated by ISA.

5. **District Authorizations**

The Board authorizes parents or nonpublic schools to submit student applications directly to the Commission.

The Board authorizes the Commission to verify eligibility and complete the disposition section of the student application (407-1 Form).

The Board authorizes the Commission Superintendent to sign the disposition section of the student application.

The Board authorizes the Commission to retain student records while services are being provided. The Board shall require the nonpublic school to provide the Commission with a copy of student assessment results and of the portfolio of evidence developed by the nonpublic school to determine eligibility for compensatory education services.



6. **Staff.** The Commission shall employ all staff required to provide the educational programs and services identified in this Agreement. The Commission shall ensure that all staff possess the appropriate certifications in accordance with the rules and regulations of the NJDOE.
7. **Facilities.** The Commission will provide instruction in the nonpublic school whenever possible. When the nonpublic school lacks adequate space for instruction, the Board shall provide an alternative location for instruction and any necessary student transportation or mobile trailers at the nonpublic school to the extent eligible for funding for same.
8. **Records.** The Commission shall maintain all student records while services are being provided and shall provide the names of students and new student applications to the Board with the monthly billing statements.
9. **Administration.** The Commission shall provide all administrative staff required to manage and evaluate the staff and services provided. The Commission shall ensure that all administrative staff are properly certified and employed in accordance with all rules and regulations of the NJDOE.
10. **Application Documents and Procedure.** Enrollment in the education programs is based upon State eligibility requirements.
11. **Independent Contractor.** The Board is not an agent of the Commission. The Board shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent contractor under this Agreement. Board employees shall not be deemed or treated as employees or agents of the Commission.
12. **Indemnification.** The Commission shall indemnify the Board, its successors and assigns, from and against all losses, damages, injuries, claims, and demands, arising out of this Agreement, to the extent such losses, damages, injuries, claims and demands are caused by the negligence of the Commission.
13. **Default.** The failure of the Board to cure or remedy a default, within ten (10) days after written notice of the default has been given, shall be deemed an uncured default. This Agreement may, at the option of the Commission, be terminated upon the occurrence of any uncured default or in the event the Board becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a trustee or receiver is appointed for the Board, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Board.
14. **Termination.** Either party may terminate this Agreement on 90 days written notice to the other party.
15. **Compliance with Governmental Laws.** Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.
16. **Execution of Documents.** The parties agree to execute this and any other documents that may be necessary to affect the intent and purpose of this Agreement.
17. **New Jersey Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
18. **No Waiver.** No provision hereof may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed or deemed to be an estoppel or waiver in the future of any such term or provision, but the same shall continue in full force and effect.
19. **Benefit.** This agreement shall bind the parties hereto, their successors and assigns.
20. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if served personally or sent by registered or certified mail, return receipt requested. Notice by mail shall be deemed given when deposited at a United States Post Office with postage prepaid thereon, addressed to the Superintendent of Schools of the respective party at the address set forth at the outset of

this Agreement.

21. **Entire Agreement.** This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
22. **Amendments.** No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
23. **Severability.** The provisions of the Agreement shall be deemed to be severable. If any provision herein is adjudged to be invalid or unenforceable, by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed amended to conform to law, and it shall not effect the validity of any other provision herein, but such other provision shall remain in full force and effect.

**ACCEPTED AND APPROVED:**

(Please Print Board of Education Name)

**SUSSEX COUNTY EDUCATIONAL  
SERVICES COMMISSION**

Board President

\_\_\_\_\_

Board President

Witness:

\_\_\_\_\_

Witness:

Board Secretary

\_\_\_\_\_

Board Secretary

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

**SUSSEX COUNTY  
EDUCATIONAL SERVICES COMMISSION**

**SCHEDULE A**

**PUBLIC LAW 1977 CHAPTERS 192-193**

**2020-2021**

**Per Pupil Costs:**      To be determined based upon funding allotment for the  
2020-2021 school year nonpublic services:

Compensatory Education	
ESL	
Home Instruction	
Evaluation and Eligibility Determination	
Annual Review	
Supplementary Instruction	
Corrective Speech	
Program Cost	94%
Administration	6%