

**SUSSEX COUNTY EDUCATIONAL SERVICES COMMISSION
CHAPTER 192-193 NONPUBLIC SERVICES AGREEMENT
2021-2022**

This AGREEMENT made this 1st of July, 2021, by and between the Green Township Board of Education in the County of Sussex, New Jersey (hereinafter the "Board"), located at 69 Mackerly Road Newton NJ 07860, New Jersey; 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
 - Does not include testing for identification
- English as a Second Language (ESL)
 - Does not include testing for identification
- Home Instruction
 - collaborates with public school policy

Chapter 193

- Examination and Classification of Eligibility for Special Education and Related Services
- Supplementary Instruction
- Speech Correction

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

- a. Pupil identification through a referral process;
- b. Child Study Team and speech pupil evaluation and determination;
- c. Development of required service plans (Speech-Language, Service Plan, Individual Student Improvement Plan);
- d. Instructional Supplies and materials
- e. Staff development, observation, and evaluation(s) per law; and
- f. Supervision and administration required for the implementation of services and programs.

The Commission will provide home Instruction 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 will also provide the following services to non public school districts if the district Board specifically requests SCESC to provide the services. The Board shall pay the Commission for the above

services at the current rate established and all administrative fees will be charged to the district as indicated by the grant allocation criteria for the 2021-2022 school year:

- a. Technology 5%
- b. Nursing 6%
- c. Textbook 4%
- d. Security 6%

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. All direct services/purchases will be provided based on available state funding and the economical allocation of staffing/state funding resources available.

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 due to actions of the NJDOE pertaining to funding, facilities approval, or lack thereof.

2. **Term.** This Service Agreement shall begin on the date of adoption by the Board and shall end on June 30, 2022, unless terminated sooner as provided herein. It is understood and agreed that 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 in accordance with the Budget set forth in the attached Schedule A. Billing will commence in September and shall continue thereafter for ten (10) successive months, with each monthly payment being due no later than the 15th 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.

For the services described in this Agreement, the Public School District agrees to pay to SCESC a sum equal to the full funding that is allocated by the State Department of Education for Auxiliary Services to Nonpublic Schools pursuant to the provisions of the Laws of 1977, Chapter 192 and 193. The SCESC, as per New Jersey Department of Education guidelines effective October 7, 2003, will retain 6% of the initial Chapter 192 and, effective October 21, 2005, will retain 6% of the initial Chapter 193 state funding received by the district as reimbursement for programming, supervision and administrative expenses associated with the program implementation. The Public School District agrees to pay SCESC the sum approved by the Division of Finance and Regulatory Services. The SCESC shall be required to provide services only to the extent of the amount of state aid received. The SCESC will endeavor to provide the most cost effective method of implementation and evaluate the economic feasibility of providing services based on case or service provided per category and economic cost of providing such service. The Public School District shall make payment for Compensatory Education, English Language Learner Services,

Supplemental Instruction, and Corrective Speech and for the Examination and Classification of potentially eligible nonpublic school students and the Annual Review of such students, to SCESC.

Eligible student and service verification shall be provided to the Board by the computer printout included as part of the monthly billing together with copies of student applications (the form 407-1). The Commission will also have student attendance monthly and teacher time sheets available for review in the Commission office. The Commission will provide the Board with the data necessary to complete the Project Completion Report (part 1) by the close of the school year.

The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents/guardians, and the local school district, to ensure 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.
- c. Supplemental: One thirty-minute period per week.
- d. Speech/Language: One thirty-minute period per week.

5. **District Authorizations**

The Board authorizes either the parent or non-public school to submit a student referral/letter of request or 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 maintain student records, electric or paper, 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. The SCESC will make these files available to district personnel as needed.

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. If the SCESC is not able to hire/provide certificated staff to fill any positions, the district accepts responsibility to provide certified staff for required service(s).

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. Should it be necessary to provide instruction at a location other than a nonpublic school, the Board shall immediately notify the Commission of same and arrange for the provision of Services. The parties agree that the Commission shall be held harmless for the inability to provide any and all services under this Agreement due to lack of suitable instructional space.
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. Documentation of services provided to eligible students will be retained by the Commission and will be provided to the Board when requested. Documentation/records of students no longer eligible or in attendance at the nonpublic school(s) will be returned to the public district, as per code requirements.
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 public contractor/agency under this agreement, and no employee, consultant, officer or director of the Board shall have the authority to bind the Commission by any representation, warranty or agreement unless specifically authorized in writing by the Commission and Board employees shall not be deemed or treated as employees or agents of the Commission.
12. **Indemnification.** The Board shall defend, indemnify, protect and save and keep harmless the Commission, its successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by or arising out of the education programs as per this contract, the classification or program placement of each pupil, including but not limited to claims by the New Jersey State Department of Education, pupils enrolled in Ch. 192 and/or 193 classes/programs, or the parents of such pupils.
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. Notwithstanding the same, the parties recognize that the Services to be provided under this Agreement are expressly dependent upon, and subject to, the availability of State and/or Federal funds. If the Board, for any reason, does not receive sufficient funds to make the required payments under this Agreement, either party may terminate the Agreement upon immediate written notice to the other party. In such event, the Commission's responsibility to provide Services under this Agreement shall cease as of the date of termination.
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. Any and all claims, disputes or other matters in question between the Commission and the Board arising out of or relating to this Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Sussex County.
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.
24. Nothing contained herein shall prevent a Public School District from electing to provide all of the above services for any individual nonpublic school student within its' District boundaries.

ACCEPTED AND APPROVED:

Sussex Wantage Board of Education

Board President

Witness:

Board Secretary

Date: _____, 20__

**SUSSEX COUNTY EDUCATIONAL
SERVICES COMMISSION**

Board President

Witness:

Board Secretary

Date: _____, 20__

**SUSSEX COUNTY
EDUCATIONAL SERVICES COMMISSION**

**SCHEDULE A
PUBLIC LAW 1977 CHAPTERS 192-193**

2021-2022

Per Pupil Costs: **To be determined based upon funding allotment for the
2021-2022 school year nonpublic services:**

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

Per Pupil Costs: *the figures above are the State approved 2021-2022 per pupil payment rates. These rates will be updated as per a monthly billing statement to reflect the approved 2021-2022 per pupil payment rates when they become available from the state.*

Service	Payment Rate Per Pupil	State Payment Rate
*Compensatory Education:	\$895.80	90%
*ELL:	\$913.50	90%
~Home Instruction:	\$36.70 per hour	90%
Examination/Classification Initial/Re-evaluation:	\$1,259.86	95%
Annual Examination and Classification:	\$361.00	95%
*Corrective Speech/evaluation:	\$883.50	95%
*Supplemental Instruction:	\$784.70	95%
*Prorated funding at (10%) each month October-May.		

The nonpublic schools located within _____ School District that are currently State services include: