

E-4

Memo from the desk of
Maureen Guilfoyle

To: Diane Cappiello
Cc: Manny Vieira
Re: UCESC Agreement
Date: January 4th, 2017

Please include a Board resolution to approve the Nonpublic No Child Left Behind Title I Agreement with Union County Educational Services Commission.

TOWNSHIP OF UNION PUBLIC SCHOOLS

NONPUBLIC NCLB TITLE I AGREEMENT

This AGREEMENT made the ___17th___ day of _____ January _____, by and between the BOARD OF EDUCATION OF UNION in the County of Union, New Jersey (hereinafter the "Board"); and the UNION COUNTY EDUCATIONAL SERVICES COMMISSION (hereinafter the "Commission"), located at 45 Cardinal Drive, Westfield, NJ 07090

WITNESSETH:

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

1. **Education Program.** The Board agrees to purchase Title I services pursuant to NCLB from the Commission.

The Commission agrees to provide Title I Compensatory Educational services, including Language Arts Literacy and Mathematics, to those eligible nonpublic students identified in accordance with the applicable Federal Statutes and the rules and regulations of the State Board of Education and the policies of the Board of Directors of the Commission.

The Commission will provide the following:

- a) Pupil Economic Eligibility Status
- b) Pupil Identification Process
- c) Instructional Equipment, Facilities and Specialized Instruction Supplies and Materials.
- d) Staff Development, Observation and Evaluation(s) per law.
- e) Supervision and Administration required for the implementation of services and programs.
- f) Participation in consultation meetings with nonpublic schools initiated by the district

The Commission shall provide data to the district for the completion of all state and federal reports.

2. **Term.** This Service Agreement shall be in effect from the date of adoption by the Board until June 30, 2017, unless terminated sooner as provided herein.
3. **Payment.** The Board, as consideration for the education program, shall transmit Title I payments to the Commission based on monthly billing statements for services rendered to eligible nonpublic students. The following payment schedule is hereby agreed to: 5% administration fee. Billing shall commence in September and shall continue for ten (10) successive months, with each payment due no later than the fifteenth (15th) day of each month.

The Board agrees to pay the Commission for services rendered the sum of \$11,770 to cover the cost of providing instruction for all eligible Title I students who attend nonpublic schools and reside in Union, New Jersey as indicated below:

- a) Instructional services to eligible nonpublic school students in the amount of **\$11,039**
- b) Family involvement activities for parents of eligible nonpublic school students in the amount of **\$.150.00**
- c) Professional development activities for teachers of eligible nonpublic school students in the amount of **\$0**
- d) Administrative fee of five percent (5%) in the amount of **\$581.00**

The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents and guardians, and the local school district 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 of calendar of the Board. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons.

Student instructional services shall be scheduled for a minimum of forty-five (45) minutes per week of Title I Compensatory Education.

Services will begin at approximately the same time the district begins their Title I program for its public school participants.

5. **District Authorizations.**

The Board authorizes collection of the data for Economic Eligibility and accepts this data to be used in the NCLB grant.

The Board authorizes the Commission to verify academic eligibility.

The Board authorizes the nonpublic schools to hold student assessment results and/or other educational documentation (standardized test results, portfolio, etc) and will make this information available to districts, the Commission, or NJDOE when requested.

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 have the appropriate certifications and are employed in accordance with all rules and regulations of the New Jersey Department of Education.
7. **Facilities.** The Commission shall provide instructional trailers or mobile classrooms as needed. Whenever possible, instruction will take place in the nonpublic school.
8. **Records.** The Commission shall maintain all Title I student records and make said records available to the Board upon request.
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 New Jersey Department of Education.
10. **Application Documents and Procedure.** Enrollment in the education programs is based upon Federal eligibility requirements.
11. **Insurance.**
 - A. The Commission, at its sole cost and expense, shall provide and maintain at all times during the term of this Agreement, general public liability insurance and property damage insurance, naming the Board as an additional insured against claims arising out of the education program, and shall keep on deposit a certificate or other evidence that such insurance is in full force and effect and that all premiums have been paid. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey, and shall provide coverage of at least \$100,000.00 for property damage \$300,000.00 for the injury or death of one person, and \$1,000,000.00 for injuries and death arising from one accident. The above policies for public liability and property damage insurance shall include contingent liability and contingent damage insurance protecting the Commission and the Board against claims arising from the operations of all independent contractors.

B. The party to this Agreement which shall be responsible for the furnishing of pupil transportation shall require each vendor providing transportation to provide and maintain, at the vendor's sole cost and expense, at all times during the term of this Agreement, automobile and public liability insurance, naming the Commission and the Board as additional insured against claims arising out of the use of all automobiles or other motor vehicles for the transportation of pupils for the special education classes, and the party to this Agreement responsible for the furnishing of such transportation shall keep on deposit with the other party a certificate of insurance or other evidence that such insurance is in full force and effect and that all premiums have been paid therefore. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey and shall provide coverage of at least \$100,000.00 for property damage, \$300,000.00 for the injury or death of one person, and \$1,000,000.00 for injuries and death arising from one accident.

12. **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 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, and no employee, 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.
13. **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 program, the classification or placement of each pupil, including but not limited to claims by the New Jersey State Department of Education, pupils enrolled in the special education classes, or the parents of such pupils.
14. **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.
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.

This contract is further subject to the rules and regulations of the State of New Jersey as to programming and services provided. The Commission shall not be liable for delays or termination of services by reason of actions by the State of New Jersey or the State Department of Education, which results from the withdrawal of funding, facility state approval, or lack thereof.
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, to a party at the address set forth below. Notice by mail shall be deemed given when deposited at a United State Post Office with postage prepaid thereon, addressed as follows:

Union County Educational Services Commission
45 Cardinal Drive
Westfield, New Jersey 07090
Attn: Business Administrator

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)
_____, Board President Date
_____, Board Secretary Date

UNION COUNTY EDUCATIONAL
SERVICES COMMISSION
Helen Kirsch 12-7-16
Helen Kirsch, Board President Date
Robert Behot 12/7/11
Robert Behot, Ed. D, Board Secretary Date