



Building Partnerships for Tomorrow

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May 31, 2018

Gregory Brennan  
Union Board of Education  
2369 Morris Avenue  
Union, NJ 07083-5703

Dear Mr. Brennan:

Enclosed is a sample agreement for the Nonpublic IDEA-B Agreement between your district and the Union County Educational Services Commission for the 2018-2019 school year and a sample resolution for your Board approval.

Kindly return (2) two signed copies of the agreement approved by your board and return them to my attention at your earliest convenience.

A fully executed copy of this agreement will be returned for your files.

Very truly yours,

Robert A. Behot, Ed.D.  
School Business Administrator/  
Board Secretary

RAB/maw

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RECEIVED  
6/14/18

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION  
NONPUBLIC SCHOOL EQUITABLE IDEA SERVICES AGREEMENT**

*2018-2019*

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **BOARD OF EDUCATION OF \_\_\_\_\_** in the County of Union, New Jersey (hereinafter the "Board" or "District"), located at \_\_\_\_\_, New Jersey \_\_\_\_\_; 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 from the Commission, and the Commission agrees to provide the Board, with the following services for eligible students attending private schools, excluding preschool age students, identified in accordance with the federal Individuals with Disabilities Education Act (IDEA) and the applicable rules and regulations of the New Jersey Board of Education:
  - a) Participation in consultation meetings with the private (nonpublic) schools initiated by the District;
  - b) Appropriate related services determined by the District (e.g., OT, PT, Counseling, Speech/Language Therapy, and/or Supplemental Services); and
  - c) Additional IDEA services as specified by the District's Director of Special Services in consultation with the nonpublic school administrator.

The specific services to be provided shall be determined by the District after consultation with its nonpublic schools and shall be listed by the District in Schedule A to this agreement. The District shall include in Schedule A the amount of the proportionate share of funds for each nonpublic school, excluding the grant amount for preschool students.

The Commission may also provide the following additional services:

- a) Data necessary for the Board's completion of mandated IDEA-B reports;
- b) Specialized Instruction Supplies & Materials;
- c) Staff Development, Observation and Evaluation(s) per law; and
- d) Supervision and Administration required for the implementation of services and programs.

The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents and guardians, and the District to insure effective articulation. All services and materials provided by the Commission shall be secular, neutral and nonideological.

2. **Term.** This Agreement shall be in effect from July 1, 2018 through June 30, 2019, it being understood that actual student services will not be provided during the summer recess.
3. **Payment of Federal Part B Funds.** The Board, agrees to pay the Commission for services provided in accordance with the rates specified in Schedule A. Billing shall commence in October and shall continue thereafter, at the Commission's option, on a monthly basis, with each payment being due within 15 days of receipt by the District, until the funds are depleted. Billing shall include description of the services provided.
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 services or classes due to inclement weather or other reasons beyond its control.

5. **District Obligations**

The Board shall advise the Commission of the identity of each nonpublic school within the district and shall require each nonpublic school to provide the Commission with completed pupil applications and to provide the Commission with access to pupil records on file in the school as requested by the Commission.

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.** Services shall be provided on-site at the student's private school.

8. **Records.** The Commission shall maintain all IDEA-B student records while services are being provided and shall provide the names of students served to the Board with the 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 New Jersey Department of Education.

10. **Application Documents and Procedure.** Enrollment in the education programs is based upon Federal 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. This indemnification provision shall not extend to claims made by the U.S. Department of Education or the NJDOE regarding the delivery of services under this Agreement.

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 terms 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)

**UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION**

\_\_\_\_\_  
, Board President                      Date

\_\_\_\_\_  
Helen Kirsch, Board President                      Date

\_\_\_\_\_  
, Board Secretary                      Date

\_\_\_\_\_  
Robert A. Behot, Ed. D, Board Secretary                      Date

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION**

**Schedule A**

**IDEA-B Services**

**2018-2019**

**Related Services Per Period:**

|                                  |                  |
|----------------------------------|------------------|
| <b>Special Education Teacher</b> | <b>\$ 100.00</b> |
| <b>Special Education Tutor</b>   | <b>\$ 80.00</b>  |
| <b>Paraprofessional</b>          | <b>\$ 40.00</b>  |
| <b>Occupational Therapy</b>      | <b>\$ 90.00</b>  |
| <b>Physical Therapy</b>          | <b>\$ 90.00</b>  |
| <b>Counseling</b>                | <b>\$ 90.00</b>  |