


DEPARTMENT OF SPECIAL SERVICES  
Township of Union Public Schools  
M - E - M - O - R - A - N - D - - U - M

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TO: Pat Ditri  
FROM: Kim Conti   
RE: Board Agenda Item  
DATE: September 6, 2012

The committee recommends and I so move that the Board approve Union County Educational Services Commission to administer the district's IDEA-B funds for the period September 1, 2012 through August 31, 2013 for nonpublic schools pursuant to the requirements of the Individuals with Disability Act and the district's grant application in accordance with the information in the hands of each board member.

# District Letterhead

## NONPUBLIC IDEA-B AGREEMENT

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BOARD OF EDUCATION OF \_\_\_\_\_** 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 IDEA-B services from the Commission.

The Commission agrees to provide IDEA-B services to those eligible students attending Non Public schools 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) Participation in consultation meetings with the Non Public schools initiated by the District
- b) Pupil Identification Process
- c) Child Study and Speech Pupil Evaluation
- d) Development of required service plans
- e) Appropriate related services for example;(OT, PT, Counseling, etc.)
- f) Instructional Equipment, Facilities and Specialized Instruction Supplies and Materials.
- g) Staff Development, Observation and Evaluation(s) per law.
- h) Supervision and Administration required for the implementation of services and programs.

The Commission will provide data to the District for the completion of all Federal reports.

2. **Term.** This Service Agreement shall be in effect from the date of adoption by the Board until August 31, 2013, unless terminated sooner as provided herein.
3. **Payment of State Aid.** The Board, as consideration for the education program, shall transmit payments to the Commission based on monthly billing statements for services rendered to eligible Non Public school students.

The Board agrees to pay the Commission the amount of the Non Public School IDEA-B funding. The following payment schedule is hereby agreed to: 6% administrative fee. Billing shall commence in October and shall continue for eleven (11) successive months, based on the actual expenditures of the prior month.

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.

5. **District Authorizations**

The Board authorizes the Commission to maintain electronic files and to make those files available to district personnel as needed via a secure password.

The Board authorizes the Commission to list the Director of Nonpublic School Services as the contact person on service plan instead of the District's Director of Special Services.

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 IDEA-B student records. The Commission shall also make said records available to the Board in electronic media whenever possible.

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 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)

**UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION**

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

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

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

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

**SAMPLE RESOLUTION**

**2012-2013 SCHOOL YEAR**

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION**

**NONPUBLIC IDEA-B**

Motion to contract with the Union County Educational Services Commission to administer the district's Nonpublic School Individuals with Disabilities Education Act-B Initiative (IDEA-B) funds Basic, pursuant to the requirements of the Individuals with Disabilities Education Act and Grant Application on behalf of the Board, effective September 1, 2012 until August 31, 2013. The Board agrees to pay the Commission an amount not to exceed the Nonpublic School IDEA-B funding. Billing shall commence in October and shall continue for eleven (11) successive months, based on the actual expenditures of the prior month plus a 6% administrative fee. It is understood that the Commission will provide services for all of the eligible Nonpublic schools identified by the district's grant application.