



EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

MASTER SPECIAL EDUCATION TUITION AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 20____ by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (hereinafter referred to as the "Commission"), with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the Board of Education of _____ (hereinafter referred to as the "Sending District") with offices located at _____, in the County of _____.

WITNESSETH:

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

1. **Education Program:** The Sending District agrees to purchase educational services from the Commission. The Commission agrees to provide educational services to the Sending District in accordance with the applicable regulations of the State Board of Education.

The Commission shall provide a special education class placement based on the instructional and related service model of the specific program (to be provided at time of intake) in which the student is placed. Services provided beyond that model, including employment of individual instructional assistants, as required by the students I.E.P., developed by the Sending District shall be billed in accordance with the Related Services Tuition Adjustments.

The services provided by the Commission shall be for educational handicapped resident pupils for the following regular and extended school year programs and all new special education programs, developed by the Commission after the execution of this Agreement:

Academy Learning Center	Future Foundations Academy
Bright Beginnings Learning Center	NuView Academy
Center for Lifelong Learning	Piscataway Regional Day School

2. **Term:** The term of this Agreement shall be in effect from **July 1, 2025** and ending **June 30, 2030**, unless sooner terminated as provided herein.
3. **Tuition:** Tuition charges for regular and extended school year pupils shall be determined in accordance with the applicable New Jersey Statutes based upon student enrollment and as finally determined by the Commission.

Charges shall be recalculated annually for the term of this Agreement by the Commission and shall be subject to the approval of the Commissioner of Education. The Commission agrees to post on the Commission's website, www.escnj.us, estimated regular and extended school year tuition rates by January 15th of each year prior to adoption of the Commission's budget.

The tuition charge for the first year of this Agreement for a full-time student is as per the attached Tuition Rate Schedule. The Commission, at its sole discretion, may accept shared-time students based on approved shared-time tuition rates.

The Sending District shall pay tuition for each pupil in ten (10) monthly installments commencing September 1ST of each school year. Payment shall be due no later than the fifteenth (15TH) day of each month. The Commission agrees to provide the Sending District with a monthly tuition bill and a monthly report of pupil enrollment and attendance.

4. Withdrawal: In the event a pupil is enrolled for less than the entire school year, the Commission agrees to adjust the final monthly tuition bill for the pupil based upon a per diem rate up to and including the day the Commission is notified in writing of the pupil's withdrawal by the Sending District as provided by law. The per diem rate will be calculated accordingly as noted on the tuition rate schedule. Tuition for the extended school year program is fixed and will not be prorated if a student withdraws from the program.
5. School Year: The Commission, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the Sending District that the Commission's school year and school calendar may not coincide with the school year or school calendar of the Sending District. A copy of the Commission's school calendar shall be posted on the Commission's website on or before September 1st of the school year. 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. In the event of the cancellation or alteration of the class schedule, the Commission shall furnish to the Sending District as much advance notice as practicable under the circumstances.
6. Application Documents and Procedures: Enrollment in the Education Program is open to any classified pupil of the school district, whose I.E.P. can be implemented in the Commission's available school programs.

Applicants shall furnish all documents required by the Commission and shall comply with the Commission's application procedure in all respects. The Commission shall review the pupil's application and all other materials and may accept or reject any applicant in its sole discretion.

7. Reporting on Pupil Progress: Reporting on pupil progress will be provided by the Commission and will include, but will not be limited to, parent-teacher conferences, local district conferences, teacher evaluation and written pupil progress reports, as required by the Administrative Code.
8. Classification and Placement: The classification and placement of all pupils shall be the sole responsibility of the Sending District and shall not be the responsibility of the Commission. It is understood by the parties that the Commission will rely upon the pupil's classification and placement recommendations and all Child Study Team Reports furnished by the Sending District to the Commission as an aid in determining qualification for admission and the appropriate programs for each pupil.
9. Transportation: The Commission shall have no responsibility for the transportation of any pupil to and/or from the classes of the Commission. All pupils shall arrive at and depart from the Commission's premises at such times as may be established by the Commission in its sole discretion. However, the Commission, upon the Sending District's request, will consider the furnishing of pupil transportation upon such terms and conditions as may be mutually agreeable to the Commission and the Sending District.
10. Insurance: The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
11. Independent Contractor: The Sending District is not an agent of the Commission. The Sending District 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 Sending District shall have the authority to bind the Commission by any representation, warranty or agreement unless specifically authorized in writing by the Commission, and shall not be deemed or treated as employees or agents of the Commission.
12. Indemnification: The Sending District 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 or such pupils.

13. Dismissal of Individual Pupils: The Commission, in its sole discretion, may dismiss any pupil for any reason including, but not limited to, the arresting of a pupil's educational or social adjustment by any cause, a change or erroneous classification or placement of any pupil, or pupil behavior disrupting the educational program of other pupils.
14. Compliance with Governmental Laws: Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.
15. 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.
16. New Jersey Law: This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
17. 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.
18. Benefit: This Agreement shall bind the parties hereto, their successors and assigns.
19. 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 addresses set forth below. Notice by mail shall be deemed given when deposited at a United States Post Office with postage prepaid thereon, addressed as follows:

To the Board:

To the ESCNJ: Educational Services Commission of New Jersey
1660 Stelton Road
Piscataway, NJ 08854
Attn: Business Administrator/Board Secretary

20. Entire Agreement: This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
21. Amendments: No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
22. Severability: The provisions of this 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 affect 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 Secretary Date

, Board President Date

**EDUCATIONAL SERVICES COMMISSION
OF NEW JERSEY**



Timothy Havlusch, Board Secretary 4/2/2025
Date



Nadia Romano, Superintendent 4/2/2025
Date