



HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION NONPUBLIC INSTRUCTIONAL SERVICES AGREEMENT PUBLIC LAW 1977 CHAPTERS 192-193 AGREEMENT

This AGREEMENT made the first day of July, 2015, by and between the **HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION** (hereinafter the "Commission"), with offices located at 51 Sawmill Rd Lebanon, NJ 08833 and the **BOARD OF EDUCATION OF READINGTON TOWNSHIP** in the County of Hunterdon, P.O. Box 807, Whitehouse Station, New Jersey 08889-0807 (hereinafter the "Board");

WITNESSETH:

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

1. **Education Program.** The Board agrees to purchase the auxiliary and handicapped services pursuant to P.L. 1977, Chapters 192-193 from the Commission.

The Commission agrees to provide the auxiliary and handicapped services to those eligible students identified in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education and the policies of the Board of Directors of the Commission.

The auxiliary and handicapped services to be provided are limited to P.L. 192 Compensatory Education, English Language Learners, and Home Instruction for eligible pupils; and P.L.193 Supplementary Instruction, Speech Correction and Examination and Classification for eligible pupils.

The Commission will provide the following:

- a) Pupil Identification through a referral process;
- b) Child Study Team and/or Speech Evaluation as necessary;
- c) Development of required Service Plans and/or Individual Student Improvement Plans;
- d) Instructional supplies and materials;
- e) HCESC Staff Development, observation and evaluation(s) as per law;
- f) Supervision and Administration required for the implementation of these services and programs;

The Commission shall assist with the completion of all State required reports including the nonpublic auxiliary and handicapped report and project completion report (part 1) for the review of and by the Board. The Board shall require that nonpublic schools forward all State mandated reports, forms and pupil applications to the Commission offices. All direct services/purchases will be provided based on available state funding and the economical allocation of staffing/state funding resources available.

2. **Term.** This Service Agreement shall be in effect from the date of adoption by the Board until June 30, 2016, unless sooner terminated as provided herein.
3. **Payment of State Aid.** The Board, as consideration for the education program, shall transmit State Aid payments to the Commission based on monthly billing statements for services to eligible students.

The Board agrees to pay monthly based on the funding sheets of the State Department of Education and actual services rendered. Each payment is due no later than the tenth (10th) day of each month. The Commission shall adjust the monthly billing statements to reflect approved additional funding and actual services to eligible students. The Commission shall at no time bill more than the approved State Aid. For the services described in this Agreement, the Public School District agrees to pay to HCESC 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 HCESC, 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 HCESC the sum approved by the Division of Finance and Regulatory Services. The HCESC shall be required to provide services only to the extent of the amount of state aid received. The HCESC 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 HCESC.

The annual billing charge for each eligible pupil provided services in compensatory education, speech, English Language Learners, shall be based on approved State Aid figures and listed on Schedule A of this Agreement when provided by the Department of Education. The State Aid figures listed on Schedule A will be updated when the 2015-2016 figures become available via the State Allocation Funding Sheets.

Eligible student and service verification shall be provided to the Board by 407-1 student application forms included as part of the monthly billing and/or project completion report information.

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 calendar may not coincide with the school year calendar of the Board or nonpublic school. Instructional services will continue until funding is depleted based on the Hunterdon County ESC Board approved rates.

Student instructional services shall be scheduled for:

- a) Thirty (30) minutes of compensatory education until funding is exhausted.
- b) Thirty (30) minutes of ELL instruction until funding is exhausted.
- c) Thirty (30) minutes of speech instruction until funding is exhausted.
- d) Thirty (30) minutes of supplementary instruction until funding is exhausted.

These times include passing time between classes.

5. **District Authorizations.** The Board authorizes parents or nonpublic schools to submit student referral application/request for service directly to the Commission.
The Board authorizes the Commission to verify eligibility and complete the disposition section of the student application.
The Board authorizes the Commission to sign the disposition section of the student application.
The Board authorizes the Commission to maintain electronic files and to make those files available to district personnel as needed.
6. **Staff/Consultants.** The Commission shall employ all staff or contract with consultants necessary to provide the educational programs and services identified in this agreement. The Commission shall ensure that all staff/consultants have the appropriate certifications and are employed/contracted 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 and as available through state funding. Whenever possible, instruction will take place in the nonpublic school. All services will be provided in an area appropriate for the completion of the task (testing, interviews or services).
8. **Records.** The Commission shall maintain all student records, paper and/or electronic, and shall provide the names of students and new student applications to the Board with the monthly billing statements. The Commission shall also make said records available to the Board in electronic media whenever possible. Documentation of services provided to eligible students will be retained by the Commission and will be provided to the Board when requested. Documentation 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 New Jersey Department of Education.
10. **Application Documents and Procedure.** Enrollments in the educational programs as provided for in this contract are based upon State eligibility requirements.
11. **Insurance.** 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.
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 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.
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 programs as per this contract, the classification or program 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.
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 or non-availability 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:

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION
51 SAWMILL RD.
LEBANON, NJ 08833
ATTEN: CORINNE STEINMETZ, 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.
24. **Additional Funding Requests.** The district shall authorize the HCESC in the preparation, processing, collection and distribution of the Request for Additional Funding under the Provisions of Chapter 192/193 required by the State Department of Education for the implementation of said services pursuant to the laws of 1977, Chapters 192/193. The HCESC Superintendent will complete and file the Request for Additional Funding under Provisions of Chapters 192/193. The Public School District will provide the HCESC access to the web site for submission of the requests.
25. 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:

READINGTON TOWNSHIP BOARD OF EDUCATION

**HUNTERDON COUNTY EDUCATIONAL
SERVICES COMMISSION**

Board President Date

Charles Miller, Board President Date

Board Secretary Date

Corinne Steinmetz, Board Secretary Date

APPROVED:

Executive County Superintendent of Schools

Date

HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

SCHEDULE A

PUBLIC LAW 1977 CHAPTERS 192-193 2015-2016

Per Pupil Costs: *the figures below are the State approved 2013-2014 per pupil payment rates. These rates will be updated as per a monthly billing statement to reflect the approved 2015-2016 per pupil payment rates when they become available.*

*Compensatory Education: \$895.80	90%
*ELL: \$913.50	90%
Home Instruction: \$36.66 per hour	90%
Examination/Classification Initial/Re-evaluation: \$1,259.86	95%
Annual Examination and Classification: \$ 361.00	95%
*Corrective Speech: \$ 883.50	95%
*Supplemental Instruction: \$784.70	95%
Speech Evaluation: \$1259.86	95%

Program Cost:	94%
Administration:	6%
Other:	0%

*Prorated funding at (10%) each month October-May.

The nonpublic schools located within Readington Township Public School District that are State approved and eligible to receive Ch.192-193 services:

*First Step/Petite Academy Learning Center
Stanton Learning Center*

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION
CHILD STUDY TEAM CONTRACT AGREEMENT
School Year 2015-2016**

This contract is entered by Readington Township Public Schools and the Hunterdon County Educational Services Commission for the provision of Child Study Team services for July 1, 2015, through June 30, 2016.

All Service Providers shall be appropriately certified by the Department of Education, State of New Jersey.

- A. The HCESC will provide CST members, as needed, as assigned, for the life of this contract. CST member(s) will provide all requested services as per code, including but not limited to, meetings, evaluations, determination of eligibility, case management, IEP development and any other services requested.
- B. The HCESC will provide a billing statement, at the end of each month, for the previous month's services. If the Readington Township Public Schools is in arrears by two (2) months, the HCESC reserves the right to place all services, including any service in process, on hold until payment in full is received.
- C. If the contract is not renewed for 2015-2016 by either party, any open invoices must be paid in full prior to the HCESC releasing any/all confidential student files to the school.
- D. The public/charter school will provide an appropriate area for confidential evaluations and meetings. The maintenance of the area shall be the responsibility of the public/charter school.
- E. The public/charter school will inform the CST member(s) of snow days, school closings and any other days the children and/or school are not available for services.
- F. The fee schedule for services is attached.
- G. The public/charter school will be billed, as per the attached rate sheet, for meetings/evaluations cancelled by the public/charter school or parent/guardian with less than 24 hour notice to the participant(s) from the HCESC.
- H. Any/all materials/test kits/other items necessary should be available to each evaluator, if needed.
- I. If an employee or consultant of the Hunterdon County Educational Services Commission (HCESC) is employed by Readington Township Public Schools independently of the Hunterdon County Educational Services Commission within one (1) year of the termination of this contract, the school agrees to pay the HCESC a placement or finder's fee equal to 50% of the employee's or consultant's projected first year's gross income. This fee will be paid to the HCESC within 30 days of the start date.
- J. Either party may terminate any agreed upon service listed in this contract by providing 30 day written notice of intent, which is mailed to the business address, provided here in.
- K. This contract is renewable for the 2016-2017 school year.
- L. INDEMNIFICATION: The School District/Charter School agrees to indemnify, defend and hold harmless HCESC from and against any and all claims, penalties, demands, causes of actions, damages, losses. Liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to Charter/District obligations pursuant to this agreement, except to the extent attributable to the gross negligence or willful misconduct of HCESC, its agents, representatives, officers, or employees. This section shall survive the termination of this agreement and the completion of the parties' duties under this agreement. The school/charter agrees to attach proof of insurance to said contract.

Readington Township Public Schools

Date

Corinne Steinmetz
HCESC Business Administrator/Board Secretary

Date

**HUNTERDON COUNTY EDUCATIONAL SERVICES
COMMISSION**

**6A: Chapter 16-2.5 AGREEMENT
NONPUBLIC SCHOOL NURSING SERVICES
2015-2016 School Year**

THIS AGREEMENT made the first day of July , 2015, between the Hunterdon County Educational Services Commission, located in the County of Hunterdon in the State of New Jersey, hereinafter referred to as HCESC and the **Readington Township** Board of Education, located in the County of Hunterdon, State of New Jersey, hereinafter referred to as the Public School District.

WHEREAS, the HCESC, by authority of its Board of Directors, acting on approval of the State Board of Education, is capable of providing auxiliary services to eligible students attending nonpublic schools; and

WHEREAS, the HCESC services are in accordance with Administrative Code 6 A: Chapter 16-2.5, and the Rules and Regulations governing nursing services to nonpublic schools (NJSA 18A:40-25 through 31); and

WHEREAS, the Public School District is under obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to specified nursing services; and

WHEREAS, the Public School District has by Resolution of its Board, agreed to contract with the HCESC to provide said services pursuant to said legislation.

NOW, THEREFORE, the parties hereto agree as follows:

1. The terms and conditions of this Agreement shall be in effect during the 2015-2016 School Year.
2. The HCESC will provide the following agreed upon services within the limitations of State laws and funding:
 - a. Nursing services for pupils in grades K-12 (ages 5 years and older) who are enrolled full-time in the nonpublic school. The basic services shall include:
 1. assistance with medical examination, including dental screening;
 2. conducting screening of hearing;
 3. maintenance of student health records, and notification of local or county health officials of any student who has not been properly immunized;

4. conducting examinations of pupils between the ages of 10 and 18 for the condition known as scoliosis, and,
5. completion of required medical information for students referred to the CST, as per NJAC 6A:14.

b. The extension of emergency care as provided to public school students to full time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to NJAC 6A:16-1.4 and 2.1(a) 4. These health services may include:

1. Emergency administration of epinephrine via EpiPen pursuant to NJSA 18A:40 12.5;
2. The care of any student who becomes injured or ill while at school or during participation in school sponsored functions;
3. Arranging the transportation for and providing supervision of any student while at the nonpublic school for the student who is determined to be in need of immediate care; and
4. The notification to parents of any student determined to be in need of immediate medical care.

1-4 above will occur only IF the HCESC nurse assigned to the school is present at the school during the emergency, and funding is available. Care for the student with the emergency is the responsibility of the nonpublic school when the HCESC nurse is not present at the nonpublic school and/or funding is exhausted.

c. The District may provide the following additional services to those required under (a) above under the following conditions:

1. Such additional medical services may be provided only when all basic nursing services under (a) and (b) above have been provided or will be provided;
2. Equipment comparable to that in use in the school district may be purchased by the District to loan without charge to the nonpublic school for the purpose of providing services under this section. However, such equipment shall remain the property of the District;

3. Cost of supplies comparable to that in use in the school district provided that they are directly related to the provision of the required basic nursing services and additional medical services which may be provided.
3. The nursing services provided to nonpublic schools shall not include instructional services.
4. The District shall contact the nonpublic schools within the district and agree upon the services to be provided within the parameters of the law and based on the limitation of funds.
5. The HCESC is not required to complete any service under (a), (b), or (c) above if funding is depleted prior to the conclusion of any required basic/emergency nursing service.
6. The Public District agrees to pay to the HCESC a sum equal to the full funding that is allocated by the State Department of Education for nursing services to nonpublic schools within its district pursuant to the provisions of Administrative Code 6A: 16. Payment shall be made in monthly installments during the school year, due on the tenth (10th) day of each month. The HCESC will retain 6% of the payment as an administrative fee. In the event a Public School District fails to remit funds for 2 consecutive months to the HCESC, the HCESC shall have the right to discontinue services.
7. INDEMNIFICATION: School District agrees to indemnify, defend and hold harmless HCESC from and against any and all claims, penalties, demands, causes of actions, damages, losses. Liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to District's obligations pursuant to this Agreement, except to the extent attributable to the gross negligence or willful misconduct of HCESC, its agents, representatives, officers, or employees. This Section shall survive the termination of this Agreement and the completion of the parties' duties under this Agreement. School District agrees to attach proof of insurance to said contract.

Eligible schools:

*Frist Step Academy
Stanton Learning Center*

IN WITNESS WHEREOF, the Board of Directors of the HCESC and the **Readington Township** Board of Education has by Resolution directed their respective Presidents and Secretaries to set their signatures and affix their seals. A certified copy of the Public School Resolution is annexed hereto.

READINGTON TOWNSHIP BOARD OF EDUCATION

ATTEST:

BA/Secretary

Date

President

Date

HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

ATTEST:

BA/ Secretary
Corinne Steinmetz

Date

President
Charles Miller

Date

Signature of approval:

EXECUTIVE COUNTY SUPERINTENDENT OF SCHOOLS

Date