



**NONPUBLIC
PUBLIC LAW 1977 CHAPTERS 192-193 AGREEMENT
2023-2024**

This AGREEMENT made the _____ day of _____ 2023, by and between the **BOARD OF EDUCATION OF FRANKLIN LAKES** in the County of Bergen, New Jersey (hereinafter the "Local Education Agency" or "LEA"); and the **BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT** (hereinafter "BCSSSD"), located at 327 East Ridgewood Avenue, Paramus, NJ 07652.

WITNESSETH:

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

1. **Education Program.** The LEA agrees to purchase the auxiliary and remedial services described herein pursuant to P.L. 1977, Chapters 192-193 from the BCSSSD.

The BCSSSD agrees to provide the auxiliary and remedial services described herein to those eligible students identified in accordance with applicable New Jersey statutes, the rules and regulations of the State Board of Education, and the policies of the Board of Education of the BCSSSD.

The auxiliary and remedial services to be provided are limited to P.L. 192 Compensatory Education, English as a Second Language, and Home Instruction, P.L.193 Supplementary Instruction, Speech Correction, and Evaluation and Determination for eligible pupils.

Services shall be scheduled as follows to the extent that State fiscal allocations make these services practical. Please check off all requested services (LEA):

- A minimum of thirty (30) minutes per week of compensatory education.
- A minimum of thirty (30) minutes per week of E.S.L. instruction.
- A minimum of thirty (30) minutes per week of speech correction.
- A minimum of thirty (30) minutes per week of supplemental instruction.
- Evaluation and Determination of eligibility as deemed necessary by the Child Study Team.
- Annual Review services deemed necessary by the Child Study Team.
- Maintenance/Mobile Vans
- Home Instruction

The BCSSSD shall complete all State required reports including the nonpublic auxiliary and remedial report and provide data for project completion reports for the review of the LEA.

The LEA shall require that schools forward all State mandated reports, forms and pupil applications directly to the BCSSSD offices.

2. **Term/Termination.** This Agreement shall be in effect from the date of adoption by the LEA until June 30, 2024, unless terminated sooner as provided herein. This Agreement may be terminated by either party upon 90 days written notice to the other party.
3. **Payment of State Aid.**
- a. The LEA agrees to make a monthly payment to the BCSSSD of 10% of the fee by the 15th of the month, September 2023 through June 2024, of the amount, which is equal to the full funding that, is allocated by the State Department of Education, under the provisions of Chapters 192 and 193. The BCSSSD will submit a monthly invoice for payments to the LEA, and it shall be processed as an annual purchase order payable in ten (10) installments. In the event a funding allocation is changed at any time during the Agreement term, the LEA shall forward the funding amount until such time as the BCSSSD forwards an updated billing statement. The LEA also agrees to accept any changes in billing and collection procedures that are provided in any revisions of statutes, regulations or Department of Education procedures. The maximum amount permitted to be charged shall be set in accordance with appropriate State Guidelines.
 - b. The forwarding of the allocated funds to the BCSSSD by the LEA is of utmost importance in order for the BCSSSD to meet its obligations in a timely manner. In the event that the LEA fails to forward the necessary funds within 30 days of billing, the BCSSSD shall have the right to discontinue services without further notice.
 - c. A report of services will be forwarded to the LEA during the month of October for the period of September-October 15th. In addition, the final project completion report(s) will be completed by the LEA and verified by the BCSSSD.
 - d. The annual billing charge for each eligible pupil provided services in compensatory education, supplemental instruction, speech correction, English as a Second Language, and evaluation and determination of eligibility shall be based on approved State Aid figures and listed on Schedule A of this Agreement when provided by the Department of Education.
4. **School Year.** The BCSSSD, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the LEA that the BCSSSD's school year and school calendar may not coincide with the school year calendar of the LEA. A copy of the BCSSSD's school calendar shall be furnished to the LEA by the BCSSSD on or before September 1st of the school year. The BCSSSD reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons. The BCSSSD staff will begin work under this agreement the week of September 11, 2023.
5. **District Authorizations**
- The LEA authorizes parents or nonpublic schools to submit student applications directly to the BCSSSD. The LEA authorizes the BCSSSD to verify eligibility and complete the disposition section of the student application
- The LEA authorizes the BCSSSD to sign the Superintendent section of the 407-1 student application.
- The LEA authorizes the BCSSSD to maintain electronic files and to make those files available as needed.
- The LEA authorizes the BCSSSD to list the Supervisor of Instruction as the contact person on services plan instead of the District's Director of Special Services.
- The LEA authorizes the BCSSSD to hold student assessment results and/or other educational documentation (standardized test results, portfolio, etc.) and will make this information available to the LEA's, the non-public schools, or NJDOE when requested.

6. **Staff.** The BCSSSD shall employ all staff required to provide the educational programs and services identified in this Agreement. The BCSSSD 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 BCSSSD shall maintain existing instructional trailers or mobile classrooms as needed. Whenever possible, instruction will take place in the nonpublic school.
8. **Records.** The BCSSSD shall maintain all student records and shall provide the names of students and new student applications to the LEA. The BCSSSD shall also make said records available to the LEA in electronic media whenever possible.

“(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.”

9. **Administration.** The BCSSSD shall provide all administrative staff required to manage and evaluate the staff and services provided. The BCSSSD 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 State eligibility requirements.
11. **Independent Contractor.** The LEA is not an agent of the BCSSSD. The LEA shall have no authority to bind the BCSSSD by any representation, warranty or agreement, unless specifically authorized in writing by the BCSSSD. The BCSSSD is an independent contractor under this Agreement, and no employee, officer or director of the LEA shall have the authority to bind the BCSSSD by any representation, warranty or agreement unless specifically authorized in writing. The BCSSSD and LEA employees shall not be deemed or treated as employees or agents of the BCSSSD.
12. **Default.** The failure of the LEA 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 BCSSSD, be terminated upon the occurrence of any uncured default or in the event the LEA becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a trustee or receiver is appointed for the LEA, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the LEA.
13. **Compliance with Governmental Laws.** Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.
14. **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.
15. **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 BCSSSD 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 approval, or lack thereof.

16. **No Waiver.** No provision hereof may be waived in any instance except by an agreement in writing signed by the both parties. 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.
17. **Benefit.** This Agreement shall bind the parties hereto, their successors and assigns.

18. **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 addressed 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:

Bergen County Special Services School District
327 East Ridgewood Avenue
Paramus, NJ 07652

Attn: Danielle Russo, Supervisor of Instruction

19. **Entire Agreement.** This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
20. **Amendments.** No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
21. **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 affect the validity of any other provisions herein, but such other provisions shall remain in full force and effect.

The Board of Education of FRANKLIN LAKES and the Board of Education of the Bergen County Special Services School District have, by resolution, authorized their respective Superintendents/ Business Administrators to set their signatures and affix their seals upon the within document to memorialize the Agreement of the parties.

BOARD OF EDUCATION OF THE DISTRICT OF FRANKLIN LAKES

Approved _____
Superintendent/Business Administrator Date

BOARD OF EDUCATION OF BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT

Approved _____
Superintendent Date

Approved _____
County Superintendent Date

**BERGEN COUNTY SPECIAL SERVICES
SCHOOL DISTRICT**

SCHEDULE A

**PUBLIC LAW 1977 CHAPTERS 192-193
2023-2024**

Per Pupil Costs:

Compensatory Education	\$
ESL	\$
Evaluation/Determination	\$
Annual Review	\$
Speech Correction	\$
Supplemental Instruction	\$
Home Instruction	\$
Maintenance/Vehicular Classroom	\$

****Allocations will be sent when information is released by New Jersey Department of Education in July.**