

GLASSBORO PUBLIC SCHOOLS  
GLASSBORO, NEW JERSEY

TO: Mark Silverstein  
FROM: Scott Henry ~~SH~~  
DATE: September 12, 2016  
RE: Agenda Item for September 28, 2016

Nonpublic Services Agreement and Resolution, Chapters 192 & 193

Request approval of the attached Nonpublic Services Agreement and Resolution with Gloucester County Special Services School District to provide all services under P.L. 1977, Chapters 192 and 193, during the 2016-2017 school year.

SDH/b

Attachments

# GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

## Nonpublic Services Agreement for Chapters 192/193

**2016-2017**

THIS AGREEMENT made on \_\_\_\_\_ between the Gloucester County Special Services School District, (hereinafter referred to as GCSSSD), and the **Board of Education of Glassboro, New Jersey**, (hereinafter referred to as the District), witnesseth that:

WHEREAS, GCSSSD by authority of its Board of Education, acting on approval of the State Board of Education is capable of providing services to eligible students attending nonpublic schools, namely Chapter 192 - Compensatory Education, English as a Second Language (E.S.L.), and Home Instruction, and Chapter 193 - Examination and Classification of potentially handicapped students, Supplementary Instruction and Speech Correction; and

WHEREAS, GCSSSD services are in accordance with N.J.S.A. 18A:46-6, 8, 19.1 et seq. (Laws of 1977, Chapter 193); N.J.S.A. 18A:46A-1 et seq. (Laws of 1977, Chapter 192), and the Rules and Regulations governing these services to nonpublic schools; and

WHEREAS, the District is under obligation to provide said services to all eligible nonpublic schools within its district; and the District gives GCSSSD authority to sign the disposition section of the 407-1 application; and

WHEREAS, the GCSSSD will send additional funding request information to the district contact person, there would be no cost to the local district other than monies provided by Chapters 192 and 193, the District however, is obligated to apply for additional funding requests as needed; and

WHEREAS, the District has by Resolution of its Board, agreed to contract with GCSSSD to provide said services pursuant to N.J.S.A. 18A:46A-7.

NOW THEREFORE, the parties hereto agree to the scope and nature of the services as follows:

1. The terms and conditions of this Agreement shall be in effect from July 1, 2016 through June 30, 2017.
2. GCSSSD will offer each nonpublic school serviced by this contract, subject to receipt of appropriate applications for services and funding, the listed minimum time allotments of services. Services will be provided by NJDOE licensed staff members. Records will be maintained at the GCSSSD administrative offices. Services will be provided in the nonpublic school and/or an approved temporary classroom unit provided by GCSSSD.
  - a. **Compensatory Education** – One (1) thirty-minute or one (1) forty-five minute session weekly per subject.
  - b. **E.S.L.** - Two (2) thirty-minute periods or one (1) forty-five minute period per week.
  - c. **Supplementary Instruction** - Two (2) thirty-minute periods or one (1) forty-five minute period per week.

- d. **Speech Correction** - One (1) thirty-minute period per week.
  - e. **Home Instruction** - Minimum of five (5) hours per week in not less than three (3) visits per week.
3. Examination/Classification will be provided to students who are identified by the nonpublic school as having potential learning difficulties. All examinations and/or classifications will be conducted in accordance with N.J.A.C. 6A-14 et seq. by appropriately certified personnel.
  4. The District agrees to pay GCSSSD per student served the maximum fees listed. The cost breakdown of Chapters 192 and 193 includes all program costs.

<u>Program</u>	<u>Rate</u>
Compensatory Education	\$ 895.80
English as a Second Language	\$ 913.50
Vehicular Maintenance	\$ 69.98
Examination & Classification	
Initial & Re-evaluation (Case)	\$1,259.86
Annual Review (Case)	\$ 361.00
Speech Correction	\$ 883.50
Supplementary Instruction	\$ 784.70

5. If additional funding requests result in lower per student funding from the State Department of Education, GCSSSD agrees to bill at the reduced rate or if the State Department of Education funds additional requests at a higher rate, GCSSSD will bill at that rate. However, the District must submit additional funding requests as needed.
6. The District agrees to pay GCSSSD for all Home Instruction as said services are rendered by GCSSSD within forty-five (45) days following receipt of invoices for such services at the following rates:

	<u>Rate</u>
Home Instruction	\$ 36.70/hour

7. The following services will be billed on a monthly basis.

- \$ Compensatory Education
- \$ English as a Second Language
- \$ Speech Correction
- \$ Supplementary Instruction

8. Notice of termination of services for the 2017-2018 school year must be provided in writing by either party by December 31, 2016. In the absence of such notice by either party, this contract commits the District to receiving and paying for Chapter 192/193 services from GCSSSD for the 2017-2018 school year.

AGREED TO: for the Board of Education of

BY: \_\_\_\_\_  
School Board President Date

BY: \_\_\_\_\_  
School Business Administrator/Board Secretary Date

AGREED TO: for the Gloucester County Special Services School District

BY: \_\_\_\_\_  
School Board President Date

BY: \_\_\_\_\_  
School Business Administrator/Board Secretary Date

APPROVED BY: \_\_\_\_\_  
County Superintendent of Schools Date

CS:kdd

**RESOLUTION**

BOARD OF EDUCATION OF

WHEREAS, P.L. 1977, Chapters 192 and 193, as amended, establishes services to nonpublic school students, namely Chapter 192 - Compensatory Education, English as a Second Language, and Home Instruction, and Chapter 193 - Examination and Classification by a basic Child Study Team, Supplementary Instruction and Corrective Speech services when indicated, and

WHEREAS, THE Gloucester County Special Services School District proposes to implement these services to nonpublic school students in accordance with Chapters 192 and 193, and

WHEREAS, the Gloucester County Special Services School District's proposal would enable the nonpublic school students to be serviced at the site of the nonpublic school, and

WHEREAS, there will be no cost to the local district other than State funding pursuant to Chapters 192 and 193, as amended,

NOW, THEREFORE, BE IT RESOLVED: the Board of Education hereby approves participation in this project and authorizes the President and Secretary to contract with the Gloucester County Special Services School District to implement the project and provide the services pursuant to P.L. 1977, Chapters 192 and 193, in accordance with the terms of the Contract attached to this Resolution.

ADOPTED by the Board of Education at a regular meeting held on

\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
School Business Administrator/Board Secretary

CS:gb