

District Letterhead

2014-2015

NEW JERSEY NONPUBLIC TECHNOLOGY INITIATIVE PROGRAM AGREEMENT

THIS AGREEMENT made this first day of July 2014, between the Union County Educational Services Commission, having its principal office at 45 Cardinal Drive, in the Town of Westfield, County of Union, and State of New Jersey, hereinafter referred to as **U.C.E.S.C.**, and the _____ Board of Education having its principal office at _____, _____, County of Union, and State of New Jersey hereinafter referred to as the Public School District.

WHEREAS, the U.C.E.S.C. by the authority of its Board of Directors, acting on approval of the State Board of Education, is capable of administering the Nonpublic School Technology Initiative Program; and

WHEREAS, the U.C.E.S.C. services are in accordance with the New Jersey Nonpublic School Technology Initiative Program, and the Rules and Regulations governing same to nonpublic schools; and

WHEREAS, the Public School District is under an obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to the specified New Jersey Nonpublic School Technology Program; and

WHEREAS, the Public School District has by Resolution of its Board agreed to contract with the U.C.E.S.C. to provide said services pursuant to said legislation and serve as the district designee:

NOW, THEREFORE, the parties hereto agree as follows:

- I. The terms and conditions of this Agreement shall be in effect from July 1, 2014 through and including June 30, 2015.
- II. The U.C.E.S.C. will fulfill the following responsibilities on behalf of the Public School District within the limitations of funds;
 - A. Confer with the nonpublic school administrator(s) to determine the technology to be provided and the limit of funds available;
 - B. Develop an agreement between the Board of Education and each nonpublic school describing the Technology that will be provided;
 - C. Provide the agreed upon Technology which may include purchasing equipment, software, professional development and/or maintenance of equipment;
 - D. Insure the equipment is labeled as property of the public school district and maintain an inventory of same;
 - E. Enter into an agreement with the nonpublic school(s) that they will store the equipment at the end of the school year at no cost to the public school district. When the equipment is no longer required, it will be returned to the public school district. Only the public school district may dispose of such equipment in accordance with the "Public School Contracts Law";
- III. The Public School District agrees to forward one copy of the minutes of the board meeting, where the Nonpublic School Technology Initiative Program Plan (attached Appendix A) is approved, with a copy of the Plan sent to the County Superintendent of Schools and the Union County Educational Services Commission immediately following its board meeting.

IV. U.C.E.S.C. will bill the Public School District for services rendered to the nonpublic school including a 5% administrative fee. In the event a Public School District fails to remit funds to the U.C.E.S.C. within the Appendix A set forth, the U.C.E.S.C. shall have the right to give notice of discontinued services.

IN WITNESS WHEREOF, the Board of Directors of the Union County Educational Services Commission and the _____ Board of Education, have 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.

ACCEPTED AND APPROVED:

(Please Print Board of Education Name)

**UNION COUNTY EDUCATIONAL
SERVICES COMMISSION**

_____, Board President Date

Helen E. Kirsch, Board President Date

_____, Board Secretary Date

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

**2014-2015
SAMPLE RESOLUTION FOR NEW JERSEY
NONPUBLIC SCHOOL TECHNOLOGY INITIATIVE PROGRAM**

WHEREAS, the New Jersey Nonpublic School Technology Initiative Program has been authorized for Fiscal Year 2014 and 2015.

WHEREAS, funding for the Nonpublic School Technology Initiative Program shall be paid to school districts and allocated for nonpublic school pupils at the state aid rate per pupil in a manner that is consistent with the provisions of the federal and state constitutions, and

WHEREAS, said program requires the Board of Education in each public school district in New Jersey to provide technology to all students attending a nonpublic school located in the public school district, and

WHEREAS, it is the responsibility of the chief school administrator of the public school district or designee (UCESC) to confer with the administrator of each participating nonpublic school within the district to advise the nonpublic school of the limit of funds available and to agree upon the technology to be provided to the nonpublic school within the limits of the funds that are available for the nonpublic school, and

WHEREAS, it is the responsibility of the public school district to send written verification that conferences were held with each nonpublic school administrator to the County Superintendent, along with a copy of each agreement, and

WHEREAS, it shall be the responsibility of each public school district to provide the agreed upon technology which may include equipment, software, professional development and/or maintenance of equipment, and

WHEREAS, the Union County Educational Services Commission has agreed to administer the responsibilities associated with this program for the purpose of greater cost effectiveness through joint purchasing and centralized administration,

NOW, THEREFORE, BE IT RESOLVED that the _____ Board of Education enter into an agreement with the Union County Educational Services Commission, whereby the Commission will administer the Nonpublic School Technology Initiative Program for nonpublic schools located within its boundaries for the 2014-2015 school year; and

U.C.E.S.C. will bill the Public School District for services rendered to the nonpublic school including a 5% administrative fee. In the event a Public School District fails to remit funds to the U.C.E.S.C. within the schedule set forth, the U.C.E.S.C. shall have the right to give notice of discontinued services.

