

**Educational Services Commission of Morris County
Program Management Services Agreement
EMERGENCY ASSISTANCE TO NONPUBLIC SCHOOLS (EANS) Program**

This agreement (Agreement), is made effective as of 9/13/21, by and among the New Jersey Department of the Treasury, Division of Purchase and Property, located at 33 West State Street, 8th Floor, P.O. Box 230, Trenton, New Jersey (“DPP”) on behalf of the New Jersey Department of Education, located at P.O. Box 500, Trenton, New Jersey 08625-0500 (“NJDOE” and, together with DPP, the “State”) and Educational Services Commission of Morris County (“ESCMC”), located at 520 Speedwell Avenue, Morris Plains, NJ 07950.

RECITALS

WHEREAS, as part of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, (“CRRSAA”) Public Law 116-260, Congress allocated funds specifically to provide emergency assistance to students and teachers in eligible nonpublic schools, through the Emergency Assistance to Nonpublic Schools (“EANS”) program, to address the impact of COVID-19 on nonpublic school students and teachers;

WHEREAS, the U.S. Department of Education (“USDE”) has awarded a formula grant to New Jersey to provide awards to nonpublic schools in the state and provide administrative support to the project as contemplated by EANS;

WHEREAS, CRRSAA provides that State educational agencies must administer the program and cannot subgrant to local educational agencies;

WHEREAS, NJDOE issued a Request for Information (“RFI”) to eligible public entities, including education service commissions, special services school districts, and jointure commissions, qualified to provide the services and assistance contemplated by EANS, consistent with the legal requirement of EANS and State law and within the required time period; and

WHEREAS, ESCMC submitted a response to the RFI and was selected by NJDOE for a contract award under the RFI.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, the State and ESCMC hereby agree as follows:

1. TERM

The term of this Agreement shall commence on 9/13/21 or upon execution by all of the parties hereto, and shall continue through 6/30/2023. The NJDOE State shall have the option of renewing this Agreement for up to two one-year extensions under the terms described in this Agreement, and as approved in writing by both parties, the services and pricing as described in Schedule A. This Agreement may be extended beyond the termination date for additional periods under terms provided for in writing and approved by both parties if underlying federal law or regulations extend the funding period of the program or otherwise allow.

2. SCOPE OF WORK AND PAYMENT

ESCMC will provide the services described in the attached Schedule A, for which the NJDOE shall pay ESCMC the compensation provided for in Schedule A.

3. STATE OF NEW JERSEY'S STANDARD TERMS AND CONDITIONS

ESCMC has read, agreed to and executed the State of New Jersey Standard Terms and Conditions (Rev. 2/1/2021), attached hereto as Schedule B (the "Standard Terms and Conditions"), and the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev. 6/14/2018), attached hereto as Schedule C (the "Waivered Supplement" and, together with the Standard Terms and Conditions, the "State Terms and Conditions").

4. NATURE OF RELATIONSHIP

Each of the State and ESCMC and its personnel shall be deemed to be and shall be an independent contractor and shall not be deemed to be an employee of the other nor entitled to any benefits applicable to employees of the other. Neither the State, on the one hand, nor ESCMC, on the other hand, is authorized or empowered to act as an agent for the other and neither shall enter into any agreement or incur any obligations on behalf of the other or commit the other in any manner without the prior written consent of the other.

5. ENTIRETY OF AGREEMENT

The parties agree that the contract between the State and ESCMC consists of the following documents (collectively the "Contract"):

- A. This Agreement;
- B. Schedule B - Standard Terms and Conditions;
- C. Schedule C- Waivered Terms and Conditions;
- D. Schedule A- Pricing Agreement and Schedule A-1.

In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking).

The Contract, including this Agreement and each of the documents attached hereto as Schedules, constitutes the entire agreement between ESCMC and the State with respect to this project and supersedes all previous agreements on this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. No other verbal or written agreement shall, in any way, vary or alter any provision of this Agreement except in the case of a written modification to this Agreement signed by the authorized representative of each of the parties.

6. COUNTERPARTS

This Agreement may be simultaneously executed in counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY:

By: Catarina Bilotta
Name: Catarina Bilotta
Title: Business Administrator

Date: 9/13/2021

NEW JERSEY DEPARTMENT OF EDUCATION
DIVISION OF EXECUTIVE SERVICES

By: Amanda Schultz
Name: Amanda Schultz
Title: Director, Budget and Accounting

Date: 9.13.21

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

By: Amy F. Davis
Name: Amy F. Davis
Title: Associate Deputy Director

Date: 11/16/21

Approved as to Form:

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Roza Dabaghyan, DAG
Name: Roza Dabaghyan
Title: Deputy Attorney General

Date: 10/4/2021

SCHEDULE A

1. Related Program Management Services

Educational Services Commission of Morris County shall provide the assigned nonpublic schools the following services from its proposal as follows:

Educational technology

Expanding capacity to administer coronavirus testing to effectively monitor and suppress the virus

Improving ventilation systems, including windows or portable air purification systems

Initiating and maintaining education and support services or assistance for remote or hybrid learning or to address learning loss

Leasing sites or spaces to ensure social distancing

Other materials, supplies or equipment recommended by the CDC for reopening and operation of school facilities to effectively maintain health and safety

Personal Protective Equipment (PPE)

Physical barriers to facilitate social distancing

Reasonable transportation costs

Redeveloping instructional plans for remote or hybrid learning or to address learning loss

Supplies to sanitize, disinfect, and clean school facilities

Training and professional development for staff on sanitization, the use of PPE, and minimizing the spread of infectious diseases

2. Pricing

NJ DOE shall pay Educational Services Commission of Morris County pursuant to the terms of the Contract, at the price set forth therein, and in accordance with the nonpublic school allocations, as set forth below. Educational Services Commission of Morris County shall be only paid for actual goods or services provided or purchased on behalf of the nonpublic school.

Deliverables under this Agreement may be impacted by the actions of the nonpublic schools and ability of the Educational Services Commission of Morris County to provide goods or services.

3. Contract Value Calculation

For the purposes of this Contract, the value of the Contract is based on nonpublic school allocations, which are based on student enrollment and Free/Reduced Meals (FRM) counts, as submitted in the 2019-2020 Nonpublic School Enrollment Report, and an amount based on COVID-19 impact, calculated by the NJDOE in June 2021. The nonpublic school selected the providers who can provide the requested services and determined how much of their total allocation to allocate to each service.

The contracted amount shall not exceed \$4,511,541.00.

County	School Code	School	Name of authorized representative of the school:	Phone number of authorized representative: (example: xxx-xxx-xxxx)	Email address of authorized representative:	Morris Educational Services Commission
MO RRIS	0843	Gillst Bernards School 0843				445,000.00
MO RRIS	0875	Delbarton School 0875				443,635.00
MO RRIS	0877	Morristown Beard School 0877				434,893.00
PASS AIC	1085	De Paul Catholic High School 1085				335,822.22
MO RRIS	0848	Morris Catholic High School 0848				312,511.35
MO RRIS	0882	Assumption School 0882				290,000.00
MO RRIS	0867	Saint Vincent Martyr School 0867				270,989.00
PASS AIC	0147	Ief-Al-Ghazaly Jr/Sr High School 0147				262,247.29
MO RRIS	0886	Peck School, The 0886				251,320.00
PASS AIC	1077	Alhikmah Elementary (I.E.F) 1077				168,275.34
PASS AIC	1083	Academy Of St. James 1083				146,000.00
MO RRIS	0874	Academy Of Saint Elizabeth 0874				139,000.00
MO RRIS	0841	Saint Patrick School 0841				129,666.72
MO RRIS	0904	Netherlands Reformed Christian 0904				127,827.00
MO RRIS	0873	Trinity Christian School 0873				119,146.00
MO RRIS	0919	Saint Therese School 0919				107,812.77
MO RRIS	0832	Our Lady Of Mt Carmel 0832				89,601.16
MO RRIS	0837	Chatham Day School 0837				74,221.00
MO RRIS	0914	American Christian School 0914				65,562.00
MO RRIS	0888	Craig School 0888				59,006.00

PASS AIC	1062	Saint Nicholas Ukrainian School 1062	\$48,663.65
MO RRIS	0884	Red Oaks School, The 0884	\$45,000.00
PASS AIC	1064	Yeshiva Ktana Of Passaic Boys 1064	\$42,279.00
MO RRIS	0863	Craig High School, The 0863	\$31,324.00
MO RRIS	1712	Red Oaks Middle School, The 1712	\$30,000.00
MO RRIS	0854	Magic Kingdom Day Nursery And Kindergarten 0854	\$22,498.50
MID DLES EX	0657	Timothy Christian School 0657	\$19,240.00

4. Billing Frequency

Educational Services Commission of Morris County will be paid monthly upon submission of invoices reflecting services rendered or goods purchased. Invoices will be paid within 60 days of receipt in accordance with New Jersey's Prompt Payment Act.