

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
INSTRUCTIONAL SERVICES AGREEMENT FOR CHAPTERS 192/193
SCHOOL YEAR 2010-2011

A. Pursuant to official action taken at a meeting of the Board of Education of RANDOLPH, in the County of MORRIS held on 5/11/10 :

1. Said Board agrees that the Board of Directors of the Essex Regional Educational Services Commission (ERESC), the HOST, shall provide auxiliary services limited to instruction and the necessary equipment, supplies, administration, and supervision inherent in providing 1) Compensatory Education, 2) English as a Second Language, 3) Home Instruction, 4) Supplementary Instruction, 5) Speech-Language and 6) Evaluation and Determination of Eligibility to the eligible nonpublic school students in accordance with N.J.S.A. 18A:46-1 et seq. (Laws of 1977, Chapter 192) and N.J.S.A. 18A:46-19.1 et seq. (Laws of 1977, Chapter 193), and the rules and regulations governing auxiliary services to nonpublic schools.
2. The terms of the Agreement shall be in effect from July 1, 2010 through June 30, 2011.

B. **BILLING & PAYMENT**

1. The Joiner District agrees to pay to the ERESK the per student rate established by the State Legislature for each contracted service. In no event shall the Joiner District be required to pay any fee to ERESK in excess of the per student rate established by the State Legislature. The Joiner District agrees to a ten (10) month billing, equal to the projected and actual student counts, under the provision of P.L. 192/193. The claimant's certification should be processed as an annual purchase order and payable in ten (10) installments. In the event the student count is changed at any time during the year, it is agreed that the district will forward the billing amount until such time as the ERESK forwards an updated billing statement. The Board also agrees to accept any changes in billing and collection procedures that may be provided in any revisions of statutes, administrative law procedures, or by resolution of the Board of Directors of the ERESK.
2. To the extent that the Joiner District is eligible for the funding of maintenance of mobile classrooms and trailers, the Joiner District agrees to pay to the ERESK all such funding received from classrooms used in the delivery of 192 services to the Joiner District.
3. The forwarding of payments to the ERESK by the contracting district is of utmost importance in order for the ERESK to meet its obligation in a timely manner. The district shall forward to the ERESK the payment due per the monthly invoice by the 30th of the following month in which the services were provided. The initial payment is due no later than October 30th. The ERESK shall have the right to discontinue services immediately without further notice if a district fails to pay its monthly billing within 15 days.
4. In the event the district project completion report indicates there are unexpended monies, said funds will be returned.

5. The Board Secretary must check and initial services desired:

Comp. Ed.	<input checked="" type="checkbox"/>	Initial <u>MSN</u>	Supp. Instruction	<input checked="" type="checkbox"/>	Initial <u>MSN</u>
E.S.L.	<input checked="" type="checkbox"/>	Initial <u>MSN</u>	Speech	<input checked="" type="checkbox"/>	Initial <u>MSN</u>
Home Instruction	<input checked="" type="checkbox"/>	Initial <u>MSN</u>	Evaluation & Determination	<input checked="" type="checkbox"/>	Initial <u>MSN</u>

6. Be it further agreed that the Joiner District agrees to allow direct payment of appropriate 192/193 funds to the ERES, if such payments are authorized by the State Department of Education.

C. PROCESSING OF FORMS

1. The Joiner District agrees to allow the Board of Directors of the ERES to act as its agent in the distribution, collection, processing and preparation of all forms, including the 1) 407-1 series 2) Additional Funding, 3) State Aid and 4) Final Project Completion Reports promulgated and required by the State Department of Education for the implementation of the appropriate legislature acts. These will be completed by the Commission for signature by the contracting district. Be it also agreed that all forms required to implement services under P.L. 192/193 will be sent directly to the ERES by the nonpublic schools.
2. Student and services verification will be provided to all districts by the use of student printouts and 407-1 forms. The printouts will indicate the names of students by district, school and services provided.

D. INSTRUCTIONAL SERVICE

1. The Essex Regional Educational Services Commission will offer each nonpublic school serviced by this contract, subject to receipt of appropriate funding, the following minimum time allotments of service:

Comp. Ed.	Two (2)	35 minute periods per week
E.S.L.	Two (2)	35 minute periods per week
Supp. Instruc.	Two (2)	35 minute periods per week
Speech	One (1)	35 minute period per week
2. The Essex Regional Educational Services Commission teachers will begin to visit their assigned schools the week of September 1, 2010 for scheduling and testing of new students. Upon the completion of all scheduling and testing, the teachers will begin the actual classroom instruction of students. All teachers will terminate instructional services during the second week of June, 2011.
3. In addition to ongoing written communications, which will be mailed to all public and nonpublic school administrators, the ERES will conduct public and nonpublic school meetings to update and to receive input from school administrators regarding program needs and problems.

This contract is subject to the rules and regulations for the delivery of Chapters 192/193 services promulgated by the New Jersey State Department of Education. The ERESC shall not be liable for delays or termination of services by reason of actions of the State Department of Education pertaining to funding, facilities approval or lack thereof.

E. STATE MONITORING

In the event your district is scheduled to be monitored during the 2010-2011 year, the ERESC will provide assistance to the district in preparation for the monitoring.

F. FACILITIES

The ERESC will provide educational trailers which meet all health and safety requirements for children as per the statutes promulgated by the New Jersey Department of Community Affairs and Department of Education. A mobile educational unit will be provided if there is an absence of space for a trailer and there are sufficient funds for the purchase of this unit which will meet the Department of Education and Community Affairs requirements.

IN WITNESS WHEREOF, the Board of Education of RANDOLPH, in the County of MORRIS, and the Board of Directors of the ERESC have, by resolution, directed that their respective presidents and secretaries must affix to this Agreement, a certified copy of the board resolution approving said Agreement.

BOARD OF DIRECTORS OF THE ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

Approved: _____
(Date)

President (Date)

Secretary (Date)

BOARD OF EDUCATION OF THE DISTRICT OF _____

Approved: _____
(Date)

President (Date)
(District Seal)

Secretary (Date)

Any alteration of this Agreement/Contract is expressly prohibited without the written consent of the Essex Regional Educational Services Commission.

The Essex Regional Educational Services Commission is an Equal Opportunity Employer (EOE) and as such, is governed by the employment goals promulgated by federal and state regulations.

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

PUBLIC SCHOOL CHILD STUDY TEAM SERVICES

SCHOOL YEAR 2010-2011

A. Pursuant to official action taken at the meeting of the Board of Education of RANDOLPH in the County of MORRIS held on 5/11/10:

1. Said Board agrees that the Board of Directors of the Essex Regional Educational Services Commission (ERESC) shall provide Child Study Team Services to public school student(s) attending schools in the district of RANDOLPH.
2. The terms of the Agreement shall be in effect from July 1, 2010 through June 30, 2011.

B. **BILLING AND PAYMENT**

Said Board agrees to pay the ERESA according to the following rates: Social Assessment - \$300.00, Educational Evaluation - \$300.00, Psychological Evaluation - \$300.00 and Speech Evaluations-\$300.00,Bilingual Evaluations-\$400.00 per evaluation. If additional projective tests are needed, the rate will be \$310.00 per Psychological Evaluation. All billing will be forwarded to said district upon the completion of all case(s), unless otherwise agreed upon. The ERESA will complete all district invoices and required materials.

C. **SERVICES**

The ERESA will employ certified social workers, learning disabilities teacher - consultants and school psychologists. Responsibilities will include: reviewing student records, observing the student, administering appropriate assessments and submitting a completed report.

As agreed upon, the RANDOLPH Board of Education will be responsible for predetermination meetings, obtaining parental consent, further referrals when needed, the development of the IEP and program placement for each student.

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

PUBLIC SCHOOL HOME INSTRUCTION SERVICES

SCHOOL YEAR 2010- 2011

A. Pursuant to official action taken at a meeting of the Board of Education of

RANDOLPH, in the County of MORRIS
held on 5/11/10 :

1. Said Board agrees that the Board of Directors of the Essex Regional Educational Services Commission (ERESC) shall provide home instruction services to public school students. Services shall be provided at the place of confinement.
2. The terms of the Agreement shall be in effect from July 1, 2010 through June 30, 2011.

B. BILLING AND PAYMENT

Said Board agrees to pay the ERESA the rate of \$40.00 per hour. All billing will be forwarded to said district monthly, unless otherwise agreed upon. The ERESA will complete all district invoices and required materials.

C. SERVICES

The ERESA will employ certified teachers to provide home instruction services to eligible students in accordance with all district time lines and procedures.

1. The ERESA will contact and assign all staff required to provide home instruction services in accordance with all district time lines and procedures.
2. Home instructors will meet with the student and parent(s)/guardian to arrange agreeable scheduled instructional periods.
3. Materials and assignments should be provided to the parent by the school district.
4. Said district will determine the amount of time home instruction will be provided in accordance with district policy and procedure.

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
IDEA-B SERVICES
SCHOOL YEAR 2010 – 2011

A. Pursuant to official action taken at the meeting of the Board of Education of RANDOLPH in the County of MORRIS held on 5/11/10 :

1. Said Board agrees that the Board of Directors of the Essex Regional Educational Services Commission (ERESC) shall provide IDEA-B Services to classified student(s) attending nonpublic schools in the district of RANDOLPH.
2. The terms of the Agreement shall be in effect from September 1, 2010 through August 31, 2011.

Whereas, the Board of Education of RANDOLPH has the authority to employ outside agencies to provide necessary and appropriate IDEA-B services for the classified students attending nonpublic schools in the DISTRICT; and

NOW, THEREFORE, the parties agree as follows:

First: The ERESC, in consideration of the making of this Contract for the 2010-2011 school year, agrees to be paid hereunder by the District as the maximum and full compensation. ERESC shall provide services as needed during the 2010-2011 school year to classified students who are attending nonpublic schools in the District. The District shall provide the ERESC with the services to be provided after consultation with the nonpublic school administrators. The District shall provide the ERESC in writing with the proportionate share allocated for the nonpublic schools. If the District chooses to have the ERESC responsible to expend the carryover monies from the previous school year, the District must provide to the ERESC the amount of carryover in writing.

Second: The District shall remit payment to the ERESC after the above-mentioned services have been rendered. Payment is conditioned upon proper execution by the ERESC of the District's vouchers and other documents which may be required for the proper fiscal management of the public school District.

Third: This Contract may be terminated by either party upon giving thirty (30) days written notice. In the event of termination, the ERESC shall be entitled to payment for services performed up to the date of the notice of termination.

IN WITNESS WHEREOF, the Board of Education of RANDOLPH, in the County of MORRIS, and the Board of Directors of the ERESC have, by resolution, directed that their respective presidents and secretaries must affix to this agreement, a certified copy of the board resolution approving said Agreement.

BOARD OF DIRECTORS OF THE ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

Approved: _____
President (Date)

Secretary (Date)

BOARD OF EDUCATION OF THE DISTRICT OF _____

Approved: _____
President (Date)

Secretary (Date)
(District Seal)

Any alteration of this agreement/contract is expressly prohibited without the written consent of the Essex Regional Educational Services Commission.

The Essex Regional Educational Services Commission is an Equal Opportunity Employer (EOE) and as such, is governed by the employment goals promulgated by federal and state regulations.