

**EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY
NONPUBLIC CHAPTERS 192-193 AGREEMENT**

THIS AGREEMENT is entered into, by and between The Board of Education of whose address is Randolph Twp. 25 School House Road, Randolph, NJ 07869 (hereinafter referred to as the "Board" or the "District"), and the Educational Services Commission of Morris County whose post office address is Box 1944, Morristown, New Jersey 07962 (hereinafter referred to as the "Commission"), pursuant to official action taken by the Board to approve this Agreement at a duly advertised Board meeting held on _____, 2011, in accordance with the provisions for such agreement as contained herein. In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Education Program.

The Board agrees to purchase the auxiliary and handicapped services pursuant to P.L. 1977, Chapters 192-193 from the Commission. The Commission agrees to provide the auxiliary and handicapped services to those eligible students identified in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education and the policies of the Board of Directors of the Commission.

The auxiliary and handicapped services to be provided are limited to P.L. 192 Compensatory Education, English-As-A-Second Language, Transportation and Maintenance, Home Instruction. P.L.193 Supplementary Instruction, Speech Correction, and Examination and Classification for eligible pupils.

The Commission will provide the following:

- a) Pupil Identification Process
- b) Child Study and Speech Pupil Evaluation
- c) Development of required individual pupil educational plans. (SIPs and IEPs)
- d) Instructional Equipment, and Specialized Instruction Supplies and Materials.
- e) Staff Development, Observation and Evaluation(s) per law.
- f) Supervision and Administration required for the implementation of services and programs.

If requested by the district, the Commission will complete all State required reports including the non-public auxiliary and handicapped report and project completion reports for the review of the Board. The Board shall require that schools forward all State mandate reports, forms and pupil applications directly to the Commission offices.

2. Term.

This Agreement shall be in effect from July 1, 2011 until June 30, 2012. If either party wishes to terminate this Agreement thirty days written notice shall be provided. Baring such written request to terminate, the Agreement shall continue for the term indicated. If the Board wishes to renew this contract it shall provide notice to the Commission prior to April 1st of its intention to do so.

3. Payment of State Aid.

The Board, as consideration for the education program, shall transmit State Aid payments to the Commission based on monthly billing statements for services to eligible students. The Board agrees to pay monthly based on the funding sheets of the State Department of Education and actual services rendered. Billing shall commence in September and shall continue for nine (9) successive months, with each payment due no later than the fifteenth (15th) day of each month. The Commission shall adjust the monthly billing statements to reflect approved additional funding and actual services to eligible students. The Commission shall at no time bill more than the approved State Aid.

The annual billing charge for each eligible pupil provided services in compensatory education, speech, English as a Second Language, shall be based on approved State Aid figures and listed on Schedule A of this Agreement when provided by the Department of Education. Eligible student and service verification shall be provided to the Board by computer printout and/or 407-1 student application forms included as part of the monthly billing and project completions report information.

The Commission shall refund State Aid received from districts in excess of that permitted to be expended based on service request received to districts by December 1st of each year. The Commission shall provide quality and effective instructional programs and services, interfacing with nonpublic school personnel, parents and guardians, and the local school district to insure effective articulator.

4. School Year.

The Commission, in its sole discretion, shall fix the school calendar for the School Year, and it is understood by the Board that the Commission's School Year and school calendar may not coincide with the school year of calendar of the Board. A copy of the Commission's school calendar shall be furnished to the Board by the Commission on or before September 1st of the School Year. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons. In the event of the cancellation or alteration of the class schedule, the Commission shall furnish to the Board as much advance notice as practicable under the circumstance.

Student instructional services shall be scheduled for:

- a) A minimum of thirty (30) minutes per week of compensatory education.
- b) A minimum of thirty (30) minutes per week of E.S.L. instruction.
- c) A minimum of thirty (30) minutes per week of speech instruction.
- d) A minimum of forty-five (45) minutes per week of supplementary instruction.

These times include passing time between classes. Instructional time will be directly related to state funding.

5. District Authorizations

The Board authorizes parents or non public schools to submit student applications directly to the Commission. The Board authorizes the Commission to verify eligibility and complete the disposition section of the student application. The Board authorizes the Commission to sign the disposition section of the student application. The Board authorizes the Commission to maintain electronic files and to make those files available to district personnel as needed.

6. Staff.

The Commission shall employ all staff required to provide the educational programs and services identified in this agreement. The Commission shall ensure that all staff members have the appropriate certifications and are employed in accordance with all rules and regulations of the New Jersey Department of Education.

7. Facilities.

The Commission shall provide instructional trailers or mobile classrooms as needed. Whenever possible, instruction will take place in the nonpublic school.

8. Records.

The Commission shall maintain all student records and shall provide the names of students and new student applications to the Board with the monthly billing statements. The Commission shall also make said records available to the Board in electronic media whenever possible.

9. Administration.

The Commission shall provide all administrative staff required to manage and evaluate the staff and services provided. The Commission shall ensure that all administrative staff members 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. Insurance.

A. The Commission, at its sole cost and expense, shall provide and maintain at all times during the term of this Agreement, general public liability insurance and property damage insurance, naming the Board as an additional insured against claims arising out of the education program, and shall keep on deposit a certificate or other evidence that such insurance is in full force and effect and that all premiums have been paid. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey, and shall provide coverage of at least \$100,000.00 for property damage \$300,000.00 for the injury or death of one person, and \$1,000,000.00 for injuries and death arising from one accident. The above policies for public liability and property damage insurance shall include contingent liability and contingent damage insurance protecting the Commission and the Board against claims arising from the operations of all independent contractors.

B. The party to this Agreement, which shall be responsible for the furnishing of pupil transportation, where transportation is required, shall require each vendor providing transportation to provide and maintain, at the vendor's sole cost and expense, at all times during the term of this Agreement, automobile and public liability insurance, naming the Commission and the Board as additional insured against claims arising out of the use of all automobiles or other motor vehicles for the transportation of pupils for the special education classes, and the party to this Agreement responsible for the furnishing of such transportation shall keep on deposit with the other party a certificate of insurance or other evidence that such insurance is in full force and effect and that all premiums have been paid therefore. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey and shall provide coverage of at least \$100,000.00 for property damage, \$300,000.00 for the injury or death of one person, and \$1,000,000.00 for injuries and death arising from one accident.

12. Independent Agent.

The Board is not an agent of the Commission. The Board shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent agent under this agreement, and no employee, officer or director of the Board shall have the authority to bind the Commission by any representation, warranty or agreement unless specifically authorized in writing by the Commission and Board employees shall not be deemed or treated as employees or agents of the Commission.

13. Indemnification.

The Board shall defend, indemnify, protect and save and keep harmless the Commission, its successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by or arising out of the education program, the classification or placement of each pupil, including but not limited to claims by the New Jersey State Department of Education, pupils enrolled in the special education classes, or the parents of such pupils.

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 Commission 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 state approval, or lack thereof.

16. No Waiver

No provision hereof may be waived except by an agreement in writing signed by the waiving party. 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. 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 address set forth below.

Educational Services Commission of Morris County
PO Box 1944
Morristown, New Jersey 07962-1944

18. Entire Agreement.

This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

19. Amendments.

No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.

20. 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 effect the validity of any other provision herein, but such other provision shall remain in full force and effect.

21. Additional Services through IDEA Part B

The Board may also wish to contract with the Commission through this Agreement to provide IDEA Part B services. The description of services and costs for those services is provided in Schedule B, which is attached and made part of the Agreement. Approval for the inclusion of these services is provided in the agreement acceptance page, which follows.

22. Accepted and Approved:

IN WITNESS WHEREOF, the parties have by duly adopted resolutions approved this Agreement and authorized and directed their respective Presidents and Secretaries, to affix their signatures and seals hereto.

The Board of Education of the
Randolph Twp. School District

By _____
President

ATTEST:

By _____
Secretary

Dated:

The Board of Directors of the
Educational Services Commission

By _____
President

ATTEST:

By _____
Secretary

Dated:

EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY
SCHEDULE A
PUBLIC LAW 1977 CHAPTERS 192-193 SERVICES

Per Pupil Costs:

Compensatory Education	\$ 845.33
ESL	\$ 862.04
Home Instruction	\$ 31.83
Initial Examination/Classification	\$ 1,126.32
Annual Examination/Classification	\$ 322.73
Speech Correction	\$ 789.85
Supplementary Instruction	\$ 701.52

Program Cost: 94 %
Administration: 6%
Other: 0%

EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY
SCHEDULE B
IDEA PART B SUPPLEMENTAL SERVICES

IDEA Part B Funded Services

1. The Commission shall provide requested services (OT, PT, Speech, etc.) at the ESC Board approved rates. Billing is based on a minimum of one hour.
2. The Commission shall amend the students ISP to include the IDEA funded services and/or materials and supplies as follows:
 - a) Amend ISP without a meeting - \$50.00
 - b) Amend ISP with a meeting - \$87.50
3. The Commission will process requests for supplies and materials purchased through IDEA funds with district approval for a fee of 5%.
4. The Commission will provide the District with reports and financial records of all funds disbursed on behalf of the District through IDEA Part B.

STATE OF CALIFORNIA

DEPARTMENT OF REVENUE

FRONTIER COUNTY, CALIFORNIA

PROPERTY TAX

THE STATE OF CALIFORNIA, COUNTY OF FRONTIER, BEING THE COUNTY OF FRONTIER, CALIFORNIA, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE TAX ROLL FOR THE YEAR 2011.

THE TAX ROLL IS A TRUE AND CORRECT COPY OF THE TAX ROLL FOR THE YEAR 2011.

THE TAX ROLL IS A TRUE AND CORRECT COPY OF THE TAX ROLL FOR THE YEAR 2011.

THE TAX ROLL IS A TRUE AND CORRECT COPY OF THE TAX ROLL FOR THE YEAR 2011.

THE TAX ROLL IS A TRUE AND CORRECT COPY OF THE TAX ROLL FOR THE YEAR 2011.