

**EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY  
PROFESSIONAL SUPPORT/ NON PUBLIC SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Randolph Twp. Board of Education whose address is 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 PO Box 1944, Morristown, NJ 07962-1944 (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 \_\_\_\_\_. In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Commission shall provide the professional support services with personnel or service contractors approved by the Commission as set forth in detail in the addenda to follow and made a part of the Agreement and which may include (please check):

<u>    **    </u>	<b>Non Public Nursing++</b>	<u>          </u>	Chapter 192/193
<u>    **    </u>	Non Public Technology	<u>          </u>	Non Public IDEA-B
<u>    **    </u>	Non Public Textbook		

2. The term of this Agreement shall be from July 1, 2009 until June 30, 2010. In the event the Board desires to renew this Agreement for the succeeding school year, it must provide written notice to the Commission of its intent to do so no later than April 30<sup>th</sup> of the current school year.
3. The Board agrees to pay the Commission based on attached approved rates for services a 10% advance of the fee established in the Agreement upon receipt of the deposit invoice. Thereafter payment is due by the 30<sup>th</sup> of each month based on the invoice presented. In June 2010, the account will be reconciled to determine refunds or balances due.
4. It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving the other sixty (60) days notice in writing of intention to terminate the same, but that in absence of any provision herein for a definite number of days notice, the contract shall run for the full term above.
5. The Commission will prepare all pertinent reports and provide other pertinent documents as required by the district for the services rendered.

**IN WITNESS THEREOF**, 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  
Randolph Twp.

The Board of Directors of the  
Educational Services Commission

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**REVISED: 9/9/09 ++**