

FFT Exhibit 5, 4-20-09 *JL*

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
INSTRUCTIONAL SERVICES AGREEMENT FOR CHAPTERS 192/193
SCHOOL YEAR 2009-2010

A. Pursuant to official action taken at a meeting of the Board of Education of RANDOLPH, in the County of MORRIS held on 4-20-09:

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, 2009 through June 30, 2010.

B. **BILLING & PAYMENT**

1. The Joiner District agrees to pay to the ERESA 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 ERESA 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 ERESA 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 ERESA.
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 ERESA all such funding received from classrooms used in the delivery of 192 services to the Joiner District.
3. The forwarding of payments to the ERESA by the contracting district is of utmost importance in order for the ERESA to meet its obligation in a timely manner. The district shall forward to the ERESA 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 ERESA 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 _____	Supp. Instruction	<input checked="" type="checkbox"/>	Initial _____
E.S.L.	<input checked="" type="checkbox"/>	Initial _____	Speech	<input checked="" type="checkbox"/>	Initial _____
Home Instruction	<input checked="" type="checkbox"/>	Initial _____	Evaluation & Determination	<input checked="" type="checkbox"/>	Initial _____

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

C. PROCESSING OF FORMS

- The Joiner District agrees to allow the Board of Directors of the ERESC 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 ERESC by the nonpublic schools.
- 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)	45 minute periods per week
E.S.L.	Two (2)	45 minute periods per week
Supp. Instruc.	Two (2)	45 minute periods per week
Speech	One (1)	35 minute period per week

- The Essex Regional Educational Services Commission teachers will begin to visit their assigned schools the week of September 1, 2009 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, 2010.
- In addition to ongoing written communications, which will be mailed to all public and nonpublic school administrators, the ERESC 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 2009-2010 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 RANDOLPH

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.