

**EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY
NONPUBLIC CHAPTERS 192-193 ADDENDUM-SUPPORTING DOCUMENTS**

THIS ADDENDUM is entered into, by and between The Board of Education as part of the agreement for the provision of 192-193 services.

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, 2013 through June 30, 2014. 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 articulation.

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 sale 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 addressed 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.

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

Per Pupil Costs:

Compensatory Education	\$ <u> TBA </u>
ESL	\$ <u> TBA </u>
Home Instruction	\$ <u> TBA </u>
Initial Examination/Classification	\$ <u> TBA </u>
Annual Examination/Classification	\$ <u> TBA </u>
Speech Correction	\$ <u> TBA </u>
Supplementary Instruction	\$ <u> TBA </u>

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

Billing will be based on the approved State Aid 192-193 funding rates per student/services as determined by the New Jersey Department of Education.

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.

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

THIS AGREEMENT is entered into this ____ day of _____ 2013, by and between the Randolph Township 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:

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):

<input checked="" type="checkbox"/> Professional Support Services (see enclosed rate sheet)		
<input type="checkbox"/> OT Services	<input checked="" type="checkbox"/> Non Public Nursing	<input type="checkbox"/> Chapter 192/193
<input type="checkbox"/> PT Services	<input checked="" type="checkbox"/> Non Public Technology	<input type="checkbox"/> Non Public IDEA-B
<input type="checkbox"/> Speech Services	<input checked="" type="checkbox"/> Non Public Textbook	

1. The term of this Agreement shall be from July 1, 2013 until June 30, 2014. 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 30th of the current school year.
2. 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 30th of each month based on the invoice presented. In June 2014, the account will be reconciled to determine refunds or balances due.
3. 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.
4. 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 Township

The Board of Directors of the
Educational Services Commission

By _____
President

By _____
President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

DATED: _____

DATED: _____



Educational Services Commission of Morris County

"PROVIDING MODELS OF SHARED SERVICES FOR PUBLIC SCHOOL DISTRICTS"

RATES FOR SERVICES 2013-2014

TYPE OF SERVICE	RATES	TYPE OF SERVICE	RATES
Park Lake School Tuition		Nonpublic Textbook Services	9%
Multiple Disability	\$58,752.00	with two other Nonpublic Services	0%
Autism	\$58,752.00	Nonpublic Technology Program	5%
Pre-School Disability	\$58,752.00	Nonpublic Nursing Program	6%
Regional Day School Tuition		Cooperative Bid Purchasing	6%
Multiple Disability	\$60,302.00	District Membership Assessment	\$0.30
Pre-School Disability	\$60,302.00		
(Tuition includes 60 min/wk OT,PT,SL)		Transportation Surcharge	4%
Personal Aide Services (Additional)	\$26,112.00	Nonpublic Trans App (Member)	\$13.00
ESC Summer Program Tuition	\$3,672.00	Nonpublic Trans App (NonMem)	\$15.00
Occupational Therapy		Transportation Leasing/Diem†	
Per Diem*	\$587.00	54 Passenger: Bus Only	\$198.00
Per Hour	\$98.00	Bus & Driver	\$270.00
Speech Services			
Per Diem*	\$587.00	24 Passenger: Bus Only	\$183.00
Per Hour	\$98.00	Bus & Driver	\$268.00
Physical Therapy			
Per Diem*	\$587.00	Wheelchair: Bus Only	\$198.00
Per Hour	\$98.00	Transportation Leasing/ Hour†	
Professional Support Services		54 Passenger:	
Psychological Evaluation	\$364.00	Bus & Driver	\$69.00
Social Evaluation	\$364.00	24 Passenger:	
Educational Evaluation	\$364.00	Bus & Driver	\$69.00
Speech/Language Evaluation	\$364.00		
Occupational Therapy Evaluation	\$364.00	Bus Maintenance and Repair	
Physical Therapy Evaluation	\$364.00	Regular Maintenance Fee	\$66/hour
Bilingual Evaluation	\$403.00	Parts Surcharge	10%
Meeting Attendance Fee per Hour	\$89.00	Health and Safety Services	
Social Worker Per Diem*	\$428.00	Per Employee	\$20.00
Psychologist Per Diem*	\$428.00	Per School	\$1,240.00
LDTC Per Diem*	\$428.00	Business Admin Services	**
(Evaluation discounts for 20 or more)		(Rates determined by District needs)	
Additional Support Services		Virtual Learning Academy	
Nursing Services per Hour	\$54.00	Per Student Initial Registration	\$150.00
In Class Support per Hour	\$77.00	Per Course	\$325.00
In Class Support Aide per Hour	\$42.00	Add 10% Non Members except:	
Home Instruction	\$66/hr	Transportation Surcharge - 5%	
		Bid Purchasing, Non Public, and	
		Health and Safety Services-	

Approved by the ESC Board of Directors January 2, 2013