

**Randolph Township Schools**

*"We commit to inspiring and empowering all students in Randolph schools to reach their full potential as unique, responsible and educated members of a global society"*

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Special Services Department  
25 School House Rd., Randolph, NJ 07869  
Phone: 973-361-0808; Fax: 973-361-2405

**INSTRUCTIONAL SERVICES AGREEMENT FOR CHAPTERS 192/193**  
**SCHOOL YEAR 2013-2014**

A. Pursuant to official action taken at a meeting of the Board of Education of RANDOLPH,  
in the County of MORRIS held on August 20, 2013

1. Said District agrees that the Board of Directors of the Essex Regional Educational Services Commission (ERESC), 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, 2013 through June 30, 2014.
3. The ERESA will provide the following:
  - a) Pupil Identification Process
  - b) Child Study and Speech Pupil Evaluation
  - c) Development of required individual pupil educational plans. (ISIPs and Service Plans)
  - d) Instructional Equipment, Facilities 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.

B. **BILLING & PAYMENT**

1. The annual billing charge for each eligible pupil provided services in Compensatory Education, English as a Second Language, Home Instruction, Speech-Language, Supplementary Instruction, and Evaluation and Determination of Eligibility shall be based on approved State Aid figures and listed on Schedule A of this Agreement when provided by the New Jersey State Department of Education.
2. The 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 District be required to pay

any fee to ERESK in excess of the per student rate established by the State Legislature. The 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 District 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.

3. To the extent that the District is eligible for the funding of maintenance of mobile classrooms and trailers, the District agrees to pay to the ERESK all such funding received from classrooms used in the delivery of 192 services to the District.
4. The forwarding of payments to the ERESK by the 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.
5. In the event the District Project Completion Report indicates there are unexpended monies, said funds will be returned to the State of New Jersey by the District.
6. The Board Secretary of the District will 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	_____	Initial _____	Evaluation & Determination	<input checked="" type="checkbox"/>	Initial _____

**C. PROCESSING OF FORMS**

1. The District agrees to allow the Board of Directors of the ERESK 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 legislative acts. These will be completed by the ERESK for signature by the District. Be it also agreed that all forms required to implement services under P.L. 192/193 will be sent directly to the ERESK by the nonpublic schools.
2. Student and services verification will be provided to the District by the use of student printouts and 407-1 forms. The printouts will indicate the names of students by school and services provided.

**D. DISTRICT AUTHORIZATIONS**

1.
  - a) The District authorizes parents or nonpublic schools to submit student applications (407-1 Forms) directly to the ERESK.
  - b) The District authorizes the ERESK to verify eligibility and complete the disposition section of the student application (407-1 Form).

c) The District authorizes the ERESA to sign the disposition section of the student application (407-1 Form).

d) The District authorizes the ERESA to maintain electronic files and to make those files available to district personnel as needed.

2. **Staff.** The ERESA shall employ all staff required to provide the educational programs and services identified in this agreement. The ERESA shall ensure that all staff have the appropriate certifications and are employed in accordance with all rules and regulations of the New Jersey Department of Education.
3. **Facilities.** The ERESA shall provide instructional trailers or mobile classrooms as needed. Whenever possible, instruction will take place in the nonpublic school.
4. **Records.** The ERESA shall maintain all student records and shall provide the names of students and new student applications (407-1 Forms) to the District with the monthly billing statements. The ERESA shall also make said records available to the District in electronic media, whenever possible.
5. **Administration.** The ERESA shall provide all administrative staff required to manage and evaluate staff and services provided. The ERESA shall ensure that all administrative staff are properly certified and employed in accordance with all rules and regulations of the New Jersey Department of Education.
6. **Application Documents and Procedure.** Enrollment in the educational programs for Chapters 192/193 is based upon State eligibility requirements.

**E. 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.	One (1)	45 minute period per week for Communication
Comp. Ed.	One (1)	45 minute period per week for Computation
E.S.L.	One (1)	45 minute period 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, 2013 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 no later than June 30, 2014.

In addition to ongoing written communications, which will be mailed to all public and nonpublic school administrators, the ERESA will consult with public and nonpublic school administrators 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.

**F. STATE MONITORING**

In the event the District is scheduled to be monitored during the 2013-2014 year, the ERESC will provide assistance to the District in preparation for the monitoring.

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  
(ERESC) Seal  
\_\_\_\_\_  
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 District and 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.