



EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

MASTER COLLABORATIVE EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made on this 17th day of January 2019 by and between the **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** (hereinafter referred to as the "ESCNI") with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the **BOARD OF EDUCATION OF** Brick Township (hereinafter referred to as the "Board") with offices located at 101 Hendrickson Avenue, Brick, NJ 08724, in the County of Ocean.

WITNESSETH:

WHEREAS, the Board wishes to utilize the services of ESCNI for Collaborative Educational Services; and

WHEREAS, ESCNI is willing to provide Collaborative Educational Services to the Board; and

WHEREAS, the Board and ESCNI believe that ESCNI can provide comprehensive Collaborative Educational Services; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Board and ESCNI.

NOW, THEREFORE, in consideration of mutual promises, it is agreed by and between the Board and ESCNI as follows:

1. The ESCNI hereby agrees to provide Collaborative Educational Services to the Board from December 17, 2018 through June 30, 2020 in accordance with state laws and regulations.
2. It is hereby understood and agreed by ESCNI that this Agreement may be terminated by the Board upon one hundred twenty (120) days prior written notice to ESCNI. ESCNI may also terminate this Agreement in accordance with paragraph 14 herein.
3. ESCNI shall assign such administrative supervision as necessary to oversee the Collaborative Educational Services. ESCNI shall coordinate the services provided pursuant to this Agreement with the Business Administrator.
4. The Collaborative Educational Services provided by ESCNI shall comply with the applicable provisions of Title 18A Education and New Jersey Administrative Code, Title 6A, Education.
5. ESCNI, through its personnel or subcontractor, shall provide Collaborative Educational Services. ESCNI shall provide the Board with periodic updates and written reports as necessary. When services, other than those listed on the Collaborative Service Rates schedule are required, the expense of these additional services will be the responsibility of the Board.
6. ESCNI shall have sole and exclusive control over the Collaborative Educational Services to be provided with consultation with the Board.
7. All materials will be provided by ESCNI unless otherwise agreed to prior to the provision of service.
8. ESCNI shall provide services during regular business hours. If services for after school hours are needed, a special arrangement must be made in consultation, with and consent of the Board and ESCNI. After school hours that are arranged with the consent of ESCNI for completion of assignments shall be billed at a rate agreed upon when approved.

9. ESCNJ shall provide reports as necessary to the District Administration.
10. All professional personnel employed by ESCNJ who perform services pursuant to this Agreement shall complete fingerprinting and background checks and possess appropriate New Jersey Certification and must provide the Board with copies of said certificates and NJDOE approvals prior to the provision of services.
11. It is understood that the Board will not offer employment to any ESCNJ staff member employed to work in the Program for at least two (2) years after the employee ceases to work for ESCNJ or contract with any consultant employed to work in the Program for at least sixty (60) days after the consultant ceases to work for ESCNJ.
12. The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
13. ESCNJ shall provide all necessary professional and clerical services needed to fulfill its obligation to the Board. The professional and clerical staff will be employees of the ESCNJ and are entitled to benefits per their ESCNJ contract. The professional and clerical staff will be under the supervision of the ESCNJ. The Business Administrator will act as a liaison between ESCNJ and the Board.
14. The Board agrees to make payments within thirty (30) days of being billed by the ESCNJ pursuant to this Agreement. Payments shall be made based on actual services rendered.

In the event the Board shall fail to make such payments when due, ESCNJ shall have the right to terminate this Agreement upon thirty (30) days notice to the Board and to discontinue all services. In such event, ESCNJ shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide services under the agreement.

15. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
16. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
17. This Agreement, including the Collaborative Service Rates schedule, constitutes the entire Agreement between the Board and ESCNJ and may not be amended or modified except by written instruments signed by the Board and ESCNJ.
18. Any notice to the parties under this Agreement shall be sent certified mail, returned receipt requested, addressed as follows:

To the Board: Brick Township Board of Education
 101 Hendrickson Avenue
 Brick, NJ 08724
 Attn: Mr. James W. Edwards, Jr., CPA

To the ESCNJ: Educational Services Commission of New Jersey
 1660 Stelton Road
 Piscataway, New Jersey 08854
 Attn: Business Administrator/Board Secretary

19. This Agreement shall become effective upon the adoption of a resolution by the Board and execution of this Agreement by all parties.

