

**RESOLUTION OF THE BOARD OF COMMISSIONERS
COUNTY OF ESSEX**

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RESOLUTION NO. _____ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

SUBJECT:

**DEPARTMENT OF CITIZEN SERVICES, DIVISION OF YOUTH SERVICES –
EDUCATIONAL CONTRACT WITH ESSEX REGIONAL EDUCATIONAL SERVICES
COMMISSION TO PROVIDE EDUCATIONAL SERVICES TO ELIGIBLE STUDENTS
HOUSED AT THE ESSEX COUNTY JUVENILE DETENTION FACILITY FOR YEAR 2023 –
AMOUNT NOT TO EXCEED \$1,900,000.00**

WHEREAS, the County of Essex has a need for an educational organization to provide educational services to eligible students housed at the Essex County Juvenile Detention Center; and

WHEREAS, a Contract has been negotiated by the County Executive with Essex Regional Educational Services Commission (ERESC) a commission organized existing and subject to the provision of NJSA Title 1A, Subtitle 3, Article 6, for the performance of such educational services for the period of January 1, 2023 through December 31, 2023 said contract amount not to exceed \$1,900,000.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay such contract through December 31, 2023 (which certification is attached hereto); and

WHEREAS, said contract may be awarded without public bidding, as being entered into with a board, body, office, agency, or authority of the State of New Jersey, pursuant the provisions of NJSA 40A:11-5(2); and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A. 40A41A-38(n) to approve, by resolution, contracts presented by the County Executive; now, therefore, be it

RESOLVED, by the Essex County Board of County Commissioners as follows:

1. That the contract with ERESC, a copy of which is annexed hereto, be and hereby is approved in accordance with the provisions of law.
2. That the contract is awarded without competitive bidding as one being entered into with a board, body, office, agency or authority of the State of New Jersey, pursuant to the provisions of NJSA 40A:11-5(2)
3. That two (2) certified copies of said fully executed contract and Resolution be forwarded to the Division of Youth Services, Essex County Juvenile Detention Center.

Approved as to form and legality  Date 2/23/23
 ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner _____
 Second by Commissioner _____

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was () adopted () defeated () tabled by roll call vote at a _____ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on _____.

Is Publication Required () Yes () No

Date Published _____

 Wayne L. Richardson, President

Essex Regional Educational Services Commission
 2/22/2023



DEPARTMENT: Citizen Services

DIVISION: Youth Services

TO: Robert Jackson
County Administrator

THRU: Anibal Ramos, Department Director 
Department of Citizen Services

FROM: Dennis Hughes, Director 
Division of Youth Services
Essex County Detention Center

DATE: January 24, 2023

SUBJ: Educational Contract with ERESC to provide services to the ECJDC from
January 1, 2023 - December 31, 2023 for \$1,900,000.00

INTRODUCTION:

The Essex County Department of Citizen Services/Division of Youth Services is mandated by the State Department of New Jersey to provide educational services to eligible students residing at the Essex County Juvenile Detention Center. It is the belief of the Department of Citizen Services/Division of Youth Services that a county-based, non-profit educational organization is the most appropriate vehicle through which eligible students can receive required services. The funding for these services to be contracted amounts to a total of \$1,900,000.00. This amount was included in the 2023 operating budget.

RECOMMENDATIONS:

Based upon the implementation of this year's program, we are recommending that a contract be approved with the Essex Regional Educational Services Commission (ERESC) to provide educational services for the students we serve for the upcoming school year. During the 2021-2022 and 2022-2023 school years, the Commission operated a very effective and efficient alternative education program that provided students with traditional and non-traditional educational experiences and learning opportunities that were more suitable to their special needs, interests and aspirations. In addition, students were provided with an array of instructional strategies and materials, including project-based activities, literacy and computer technology. This program allowed students to earn middle and high school credits which resulted in a greater number of students returning

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to their resident school districts with recognized educational transcripts. The provision of an outstanding educational program is essential so that students have ample opportunities to acquire the necessary 21st century skills to become productive members in our society.

FISCAL:

The 2022 operating budget, as requested, provided funds for the allocation of educational services for the contract period in the amount of \$1,900,000.00. The approved amount is based on a per pupil expenditure. This budget will provide sufficient funds to adequately service regular and special education needs of the students attending Sojourn High School.

ALTERNATIVE:

Having determined that the students can best be served through the implementation of an alternative education program provided by the Essex Regional Educational Services Commission, there would not be any other alternative at this time.

CONCLUSION:

It is, therefore, recommended that a contract be entered into with the Essex Regional Educational Services Commission totaling \$1,900,000.00 for the fiscal year 2023.



OFFICE OF ACCOUNTS AND CONTROL
HALL OF RECORDS, ROOM 542
NEWARK, NEW JERSEY 07102

CERTIFICATION OF FUNDS

Vendor Name Essex Regional Educational Services Commission (ERESC)
Account Name Professional Services
Account # 01-201-25-281-100-028
Contract Period (If Applicable) 01/01/2023 12/31/2023
Purpose of Contract To provide Educational Services to Eligible Students housed at the Essex
County Juvenile Detention Facility for 2023
1,900,000.00 Contract Amount

Funding

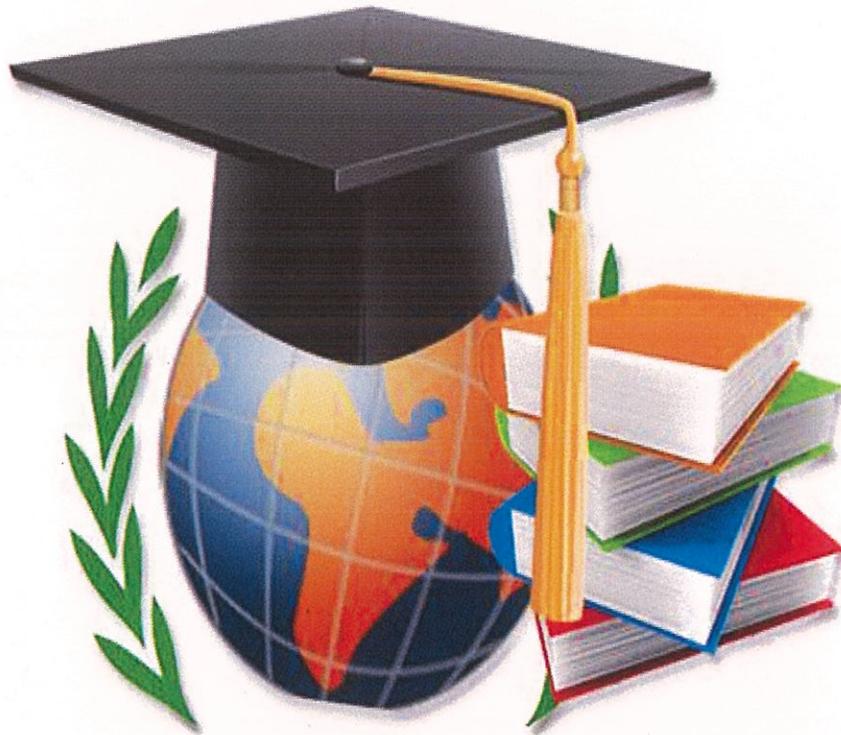
Temporary Budget Amount
Current Fund Budget Amount
1,900,000.00 Contingent Current Year Amount
Grant Funding
Capital Funding
Trust Funding
Contingent Subsequent Years

I, do hereby certify that the funding is legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of the Optional County Charter Law, the Essex County Administrative Code and the Essex County Standard Operating Policies and Procedures.

CM Date: 2/23/2023
Cert: 721


Ehab Salama
Chief Financial Officer

**ESSEX COUNTY JUVENILE DETENTION CENTER
SOJOURN HIGH SCHOOL
ALTERNATIVE EDUCATION PROGRAM**



Laurie W. Newell, PhD. Superintendent

**Essex Regional Educational Services Commission
333 Fairfield Road
Fairfield, New Jersey 07004**

2022 – 2023 School Year

I. Population:

Describe the learning/behavioral characteristics of the students for whom the proposed program is intended and appropriate. Indicate the number of students by age or grade level that will be served by the program.

The program shall provide services for students who are remanded to the Essex County Juvenile Detention Center. The number of students by age is as follows:

<u>Age</u>	<u>Number of Students</u>
12	00
13	01
14	03
15	06
16	24
17	22
18	19
19	05
20	01
21	00

The number of students to be served in the program is typically between 81 and 110.

II. School Site/Facility:

Indicate the location of the proposed alternative school/program, and provide a description of the site/facility which must be approved by the County Superintendent of Schools and the Office of Facility Planning Services. Also explain the suitability of the location of the program's purpose and design.

The location of the program is the Essex County Juvenile Detention Center, Newark, New Jersey. The program shall have exclusive use of fourteen (14) classrooms, six (6) offices for additional administrative and child study team staff, principal's office and a secretary's office. The program also has exclusive use of the gymnasium, and the swimming pool.

III. Program Planning and Management Committee:

Identify the representatives serving on this committee and how often it meets.

Dr. Laurie W. Newell
Essex Regional Educational Services Commission
333 Fairfield Road
Fairfield, NJ 07004

Director Dennis Hughes
Essex County Juvenile Detention Center
80 Duryea Street
Newark, NJ 07103

Dr. Shannon Crowell-Edghill
ERESC – Sojourn High School
80 Duryea Street
Newark, NJ 07103

Ms. Takesha Massey
ERESC – Sojourn High School
80 Duryea Street
Newark, NJ 07103

The Essex Regional Educational Services Commission has coordinated ongoing meetings to discuss, devise, plan and implement the program. Quarterly meetings will be scheduled for the 2022-2023 school year.

IV. Program Strategy

Describe the rationale that supports the proposed alternative approach relative to the student's attendance, learning needs, and behavioral problems and the educational goals and concerns of the community.

The creation and implementation of an alternative education program to service incarcerated individuals is crucial. According to the New Jersey State Department of Education Advisory Council on Alternative Education, well-conceived and well-implemented alternative programs for "at risk" students have improved attendance, raised the level of academic achievement, reduced behavior problems and decreased dropout rates. The implementation of an alternative education program within the Essex County Juvenile Detention Center will effectively meet the needs of the students serviced and better prepare them to be productive individuals when re-entering the regular school setting, community at large and the workforce.

V. Program Goals

Describe the goals to address needs and the objectives to achieve the goals.

1. To employ instructional strategies which will provide students with traditional, non-traditional educational experiences and learning opportunities that are more suitable to their special needs, interests and aspirations.
2. To create a humane, individualized and highly structured program of support and learning.
3. To provide an appropriate educational program for students that will enable them to earn credits which will satisfy state, local, and district graduation and promotion requirements.
4. To improve student achievement on District Assessments, Edmentum Exact Path, NJSLA, ACCUPLACER, SAT and Scholastic Benchmark Assessments-Reading & Math.
5. To provide an appropriate counseling and support network that will address the relevant social and emotional needs of the students.
6. To develop and implement Behavior Contracts with students.
7. To provide students with experiences that will equip them with the 21st century skills that will result in readiness for the workforce or post secondary education via colleges, trade or technical schools.

8. To incorporate additional technological resources with interactive capabilities, (Smart Boards, Monitors, Laptop computers, Chromebooks & Subject Area Software), as a medium to enhance teaching and equip students with necessary skills to compete in the global technological world.

VI. Program Objectives

1. To assist students with transitioning (re-enrolling) into their resident school districts ensuring that proper support measures are in place for students.
2. To increase the level of academic achievement by one grade level in language arts, reading (literacy), mathematics, science, social studies, health, physical education, technology and cross content workplace readiness as per the common core curriculum standards, as evidenced by report card grades and scholastic assessment tests.
3. To increase opportunities in the classroom for students to be successful and feel empowered by their accomplishments as a means of developing self-esteem.
4. To increase the level of participation in special activities by 50% earned by the students as part of the Behavioral Modification Program.
5. To decrease the number of suspensions and removals from class by 50%.
6. To prepare students for requirements to earn high school diplomas, promotion to the next grade and credits upon re-entry in their local schools.
7. To prepare students to take assessment tests i.e., NJSLA, ACCUPLACER, SAT, and local assessments, including the Edmentum Exact Path.
8. To assist students in identifying career interests and provide guidance in determining pathways for success.

VII. Project- Based Learning & Activities

Sojourn has planned several activities for the 2022-2023 school year.

1. **Field Day** – Community stakeholders will play and/or coach Sojourn students during an intramural basketball/volleyball event. The event will be coordinated with the help of Sojourn’s staff members.
 - A. Student incentives for this Career and Technical Education project-based learning activity named by the students of Sojourn as the “Our Work” project, include outside food and school recognition via a signed certificate by the principal for all students involved.

- B. The students involved in the program will be responsible for planning out the supply order for the materials needed to complete this project. The students will have to create a graph mapping out the list of supplies, the quantity needed and the cost for each. Based upon the student's graph, the teachers will then gather the prices from different available vendors and the students will then have to decide which vendor would be the most cost effective. Based upon this year's revenue, the students will then be required to create a projection of the materials that will be needed for next year's supply order and the final cost. The objective of this exercise is to teach the students how to perform a cost-basis analysis using their critical thinking, mathematical, entrepreneurial and career education skills.
2. **Documentary Thursdays** – Students will be exposed to documentaries and understand how they are a creative method of storytelling, and a more accurate way of acquiring historically based information. Students will be exposed to scholars that look like them and will discuss subject matters that pertain to them. Students will also engage in panel discussions with each other. All documentaries will be approved by the Administration. Documentaries must be thematically planned and outlined in teacher lesson plans.
 3. **Youth Empowerment Sessions** - YES is the collaborative effort between the administrations of Sojourn High School and the Essex County Juvenile Detention Center. The committee was formed to bring relevant and meaningful speakers and programs to Sojourn High students during the behavior modification program. Department supervisors planned various activities for the entire school year.
 4. **MLK Celebration** – Students will view a film to celebrate Dr. Martin Luther King, Jr. Day. In class students will engage in a discussion based on film. Students will be ask to compare and contrast the current political situation with the problems that arose during the time set in the film. Students will also discuss the progress, or lack of educational and/or economic progress made in the United States since the death of Dr. King.
 5. **Black History Month** – An assembly program was conducted with the YES task force. Attorneys from the Public Defender's office came to speak to students concerning their cases. The attorneys spoke about how the students could do their own research on cases similar to their own, so when they speak to their own attorneys, they can inform and sometimes advise them of details that may not have been discuss during their consultations. The students also created art work inspired by the late African-American artist known as "Basquiat."
 6. **Woman's Month** – All students were given the opportunity to make Mother's Day cards. Some of the cards made were so nice that we kept them and put them on display around the school. We also held an assembly to highlight the achievements of women and discussed how men should treat women.

7. **NJIT Stem Careers Program** – A partnership between NJIT and Sojourn has been forged in order to raise the rigor of the current program and provide students with opportunities to virtually communicate with professors and industry professionals. This presents an opportunity for Sojourn students to become inspired by professionals and undergraduate NJIT students who have a passion for STEM areas. This collaboration also aids the instructional staff at Sojourn in increasing their knowledge of various STEM careers and prepare them to discuss those careers with their students.

VIII. Program Organization

Provide a brief overview of the proposed educational program. Include a description of the program elements listed below:

The educational program shall include: **Academic Services**: Clear goals, specific objectives and an individually paced program shall be designed for each student; **Career Education**: Vocational services shall be provided to prepare students with key occupational competencies in the development of sound work habits and attitudes; **Counseling Services**: Individual and group counseling shall be provided by furnishing non-threatening formal and informal situations to address such areas as conflict resolution, problem solving, substance abuse, peer pressure, goal setting, self-confidence building, and stress management techniques; **Speakers Forum**: A series of in-service presentations consisting of positive role models from business, industry, and community social services shall be made available to address social, employment, and academic concerns; **Mentoring Program**: Supportive relationships shall be developed between program students and individuals who offer support, guidance and concrete assistance; **Self-Esteem Curriculum**: Specific activities shall be provided to help students build strong, realistic, positive self-images; **Social Skills Program**: An experientially based curriculum shall be provided to develop students' sense of personal responsibility to make a success of their own lives while challenging them to exercise their social responsibility; **Incentives**: Incentives shall be used as an integral part of the program management strategy; **Additional Program Components include**: Team-teaching, Character education, Peer-tutoring, Values clarification, and Multi-cultural activities.

1. *Student/Teacher Ratio:*

Explain how the student/teacher ratio will facilitate achieving program objectives:

The 12 to 1 student/teacher ratio will result in achieving program objectives via: designing and implementing clear goals, specific objectives and an individually-paced program for each student; developing instructional approaches matched to each student's behavioral needs, learning style, abilities and curricular areas; furnishing clear standards of achievement and creating a "work and learning atmosphere"; permitting early and frequent academic success in order to counter negative feelings; integrating the proficiencies drawn from several subject fields; implementing experimental learning, observation learning and action learning; providing a humane and highly structured program of support and learning which helps students succeed academically and improve their self-esteem; and providing

individualized instruction in basic skills and other school subjects, using alternative instructional strategies.

2. ***Student Identification, Assessment, and Placement:***

Describe the referral and assessment process, the selection criteria, and the placement procedures to be used in placing a student in the program. Explain the participation and approval process.

All incarcerated students will be enrolled in the educational program. The Edmentum Exact Path diagnostic test will be administered to achieve a baseline grade equivalent. As a result, students will be grouped homogeneously for supplemental services. The student will also provide additional information as to the district and school attended, the last grade completed, the current grade, the last day student attended school, and classification, if applicable. The student's resident school district will be contacted with a request to obtain the following information: standardized test scores, academic performance, educational assessment, psychological evaluation, social – assessment, in-school behavior, involvement with other agencies, and attendance profile.

3. ***Content/Curriculum:***

A. **Curriculum/Proficiencies – Explain how the curriculum content will provide an alternative approach to meeting the credit year requirements for each curricular area.**

The Essex Regional Educational Services Commission shall establish a process to assign credits based on the assessment of proficiencies for all curriculum areas and not time spent in program pursuant to NJAC 6:8-7.1(d) 1ii. The Essex Regional Educational Services Commission further guarantees that all students enrolled in the Program shall demonstrate mastery through specified methods in accordance with the ERESC grading policy requirements.

Computer-Assisted Instruction has been increased as well as the number of 1:1 devices utilized in each classroom. New devices have been added to the computer lab allowing us to meaningfully engage students via technology. Smart-Boards and chromebooks have supported efforts aimed at enhancing technology options designed to improve the teaching/learning process.

B. **Instructional Component - Explain how the educational methods and materials will be modified to achieve the instructional objectives.**

An Individualized Program Plan (IPP) will be prepared for each student enrolled in the program in conformance with the program completion authorized by the NJ State Board of Education. The IPP serves as the vehicle for planning the educational program for each student. It provides the students and teachers with an overall program plan to guide the

implementation of the agreed upon educational experiences and program activities, which were developed by the appropriate school staff and approved by the coordinator. It provides both a record of the credits earned and documentation that the student successfully meets established proficiencies.

Also, educational methods and materials will be modified via: low student-teacher ratios; small program size; individual instruction in basic skills and other school subjects using alternative instructional strategies and flexible schedules; and providing clear expectations and standards equal to those of the regular resident school district.

C. Personal Development - Describe the behavior management strategies and counseling approaches and/or the curriculum to be employed to effect positive changes in student behavior and attendance.

Student behavior will be improved through the implementation of the following behavior management strategies and counseling approaches: participation in special programs and projects, exposure to positive role models, provision of self-esteem and life skills curricular programs, implementation of the Commission's Character Education Plan, and provision of peer counseling activities. Students will also adhere to the rules and regulations established by the facility.

D. Vocational/Employment Component - If cooperative education programs and/or work-related experiences are included in the alternative school design, a description should be provided.

A Career Counselor shall be provided in the program for conducting vocational assessment activities and developing individual vocational profiles and support programs; conducting direct instruction in the development of sound work habits, attitudes, basic vocational skills interpersonal skills; and preparing students with key occupational competencies for future employment. Duties include conducting career development needs assessments, designing a competency-based comprehensive career program, developing a system of individual career plans for students; providing career counseling activities; and furnishing pupils with self-assessment, decision-making and employability skills to successfully make the transition into a changing world of work.

4. Program Staff:

A. List certified staff involved in the program and the endorsements they hold.

Certified Staff

Endorsements

Laurie W. Newell Ph.D.

School Administrator

Dr. Shannon Crowell-Edghill

School Principal

Takesha Massey	Assistant Principal
Patricia Cuttino	School Social Counselor
Vacancy (Technology Coordinator)	Instructional Certification
Gail Mirda	Special Education
Angela William	Mathematics
Manazir Ahmed	Mathematics / Supplemental Mathematics
Lenore Bunton	English
Walter Cook	Reading Specialist / Supplemental English
Eric Perryman	Social Studies
Rajan Nambiar	Science
Joya Clark	Science
Michael Sweet	Health & Physical Education
Brenda Moretti	School Counselor
Ingrid Zelaya	World Languages
Micheal McAlick	Art

Programs which use teachers who hold standard certificates to provide instructional in areas other than those in which they are certified must submit an Equivalency Application, as specified under the Regulatory Equivalency and Waiver code, N.J.A.C. 6:3A-1.1. Information for completion of an Equivalency Application and the Application form can be found in Appendix B.

- B. List all staff providing ongoing content area consultation directly to assigned program staff and list areas of certification, and the subject areas for which they are responsible.**

<u>Staff</u>	<u>Area of Certification</u>
N/A	

- C. List school aides and teacher assistants who will be working under the supervision of certified staff.**

Earl Gayle	Instructional Aide
Vincent Bonds	Instructional Aide
Rodrigue Israel	Instructional Aide

The Instructional Aide is responsible for working with Alternative Education Program students and staff in duties related to supporting and maintaining an effective educational environment. Duties included are as follows: working with students on class assignments; and supporting teachers' effort in the daily operation of classes.

- D. List additional staff assigned to the program to provide supervision and support for the delivery of instruction and the endorsements they hold.**

N/A

- E. **List student Support services (i.e. pupil personnel service specialists, services provided by private and public agencies, and business and industry) that provide additional support for the student. Describe the nature and extent of their participation.**

Donna Johnson-Peace Educational Coordinator
Patricia Cuttino Guidance Counselor

- F. **List community resource people used to supplement the instructional program. Describe the nature and event of their participation. (Community resource people must work under the supervision of certified staff.)**

N/A

5. **Transition/Exit Procedures**

Describe the procedures to be used to facilitate the transition from school to work or post secondary training and education and/or to return students who have achieved program objectives to the district's regular program, when suitable.

Transition to the districts regular program from the Alternative Education Program shall be determined by factors including number of years in program; social academic and vocational development; and chronological age. This determination shall be specified in the students Individual Program Plan (IPP) as per NJAC 6:8-7.1(d)ii.4. Procedures shall include the design of a written Transition Plan developed in consultation with the coordinator, teacher, student, appropriate personnel, resident district personnel and other staff members who are familiar with the student's educational performance.

The Transition Plan shall include a statement of current educational status which describes the student's present levels of educational performance and adaptive behavior, including academic achievement, cognitive functioning, personal and social development, physical and health status, recreational needs and vocational and self-help skills; a statement of annual goals which describes the educational performance expected in the regular school; and a statement of objectives which describes specific measurable steps between the current educational status and the annual goals.

IX. **Program Monitoring/Evaluation Procedures:**

Provide a description of the procedures for supervising and evaluating the alternative school/program. Outline the responsibilities of the administrative, supervisory, and instructional staff, including community resource persons when used.

The ERESA implements an Alternative Education Program Management System for administration and supervision of activities, personnel and resources as well as for fiscal

control through the following procedures: developing of potential procedures for the operation of the Alternative Education Program; conducting evaluations of staff performance; providing ongoing supervision of staff; maintaining records of services provided to the students; conducting regular staff meetings; and documenting the achievements of all project objectives and desired outcome.

The ERESC Assistant Superintendent is responsible for the Alternative Education Program Management System. The Principal is responsible for the overall operation of the Juvenile Detention Center Alternative Program including implementation of public relation activities; recruitment of program personnel; development of program curriculum; maintenance of fiscal records; coordination of instructional and support services including provision of direct instructional services; supervision and evaluation of program personnel; and the provision of staff development activities. During the 2022-2023 school year, the staff will receive workshops in the following areas:

1. Harassment, Intimidation & Bullying (HIB)
2. Child Abuse and Neglect
3. Suicide Prevention
4. Portfolio Assessments
5. Developing Student Growth Objectives
6. How To Use Data for Purposeful Planning
7. NJDOE required trainings

The Alternative Education Program Teachers are responsible for providing students with traditional and nontraditional educational experiences that are more suitable to their special needs than offered in the conventional school. Duties include providing individual instruction in mandated core content, basic skills and other subjects (electives), using alternative instructional strategies. The Physical Education Instructor is responsible for developing and implementing an alternative program of study in Physical Education, health and safety for "at risk" students matched to the students' behavior, needs, learning styles, abilities, and curricular areas.

X. Cooperative and Regional Approach:

If applicable, describe how the program will involve other cooperating districts in order to achieve efficiency in serving otherwise low-incidence, high need students. Attach copies of letters of intent or letters of agreement from each school district and any outside agency or organization that will provide services and participate on the planning and management committee as part of the program.

Effective communication has been established and is maintained with all resident school districts, JJC programs, the court system, DCF (Formerly DYFS), and other relevant agencies.

XI. Proposed Date

Indicate the proposed date the alternative school/program is to become operational. (If already operational, indicate start date). Pertinent calendars and daily schedules for the proposed program should also be included with the application.

See attached tentative school calendars for the 2022 – 2023 school year.

XII. Budget Summary

The anticipated operating expenses for the proposed alternative school/program must be projected on the budget summary found on the following page. The following information will assist the applicant in completing the budget summary.

The operating expenses for the Alternative School Program are found on the following pages.



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
 333 Fairfield Road
 Fairfield, NJ 07004

Telephone: 973-405-6262

FAX: 973-405-6668

Email Address: school@ecesc.com

School Hours: 8:20 A.M. - 2:20 P.M

Extended School Year Summer Hours: 8:30 A.M. – 12:30 P.M.

Emergency School Closings for ERESK will be announced on: NJ12TV and WNBC

2022 - 2023 SCHOOL CALENDAR

JULY	5	First Day for Extended School Year - Students and Staff
AUGUST	15	Last Day for Extended School Year - Students and Staff
SEPTEMBER	5	Labor Day - Schools Closed
	6	Staff Reports - Convocation
	7	Staff Development Day
	8	First Day for Students
OCTOBER	10	Indigenous Peoples Day - Schools Closed
	21	12:30 Dismissal for Students – Faculty In-Service
NOVEMBER	10	Schools Closed - NJEA Convention
	11	Veterans Day – Schools Closed
	23	12:30 Dismissal for Students
	24 - 25	Schools Closed - Thanksgiving Recess
DECEMBER	23	12:30 Dismissal for Students
	26 - 30	Schools Closed - Holiday Recess
JANUARY	3	School Resumes
	16	Schools Closed - Martin Luther King's Birthday – Observed
	27	12:30 Dismissal for Students – Faculty In-Service
FEBRUARY	20	School Closed – Presidents' Day – Observed
MARCH	24	12:30 Dismissal for Students – Faculty In-Service
APRIL	7	Administrative Day School Closed
	10 -14	Schools Closed – Spring Recess
MAY	19	12:30 Dismissal for Students – Faculty In-Service
	29	School Closed - Memorial Day
JUNE	19	Juneteenth Celebration - Schools Closed
	22	12:30 Dismissal - Last Day for Students
	23	Last Day for Faculty

	# DAYS STUDENTS	# DAYS FACULTY
July	19	19
August	11	11
Total for Extended School Year Program	30	30
September	17	19
October	20	20
November	17	17
December	17	17
January	20	20
February	19	19
March	23	23
April	14	14
May	22	22
June	15	16
Totals for Ten Month Program:	184	187

*Emergency School Closings in excess of **three** days will require the calendar to be adjusted to include additional school days accordingly.

PROFESSIONAL SERVICES CONTRACT

COUNTY OF ESSEX

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

AGREEMENT entered into by and between the County of Essex, a body politic and corporate to the State of New Jersey (hereinafter referred to as "County") and Essex Regional Educational Services Commission (hereinafter referred to as "Consultant").

WHEREAS, the County proposes to retain a consultant to provide classroom education to the detainees at the Essex County Juvenile Detention Center complete with teachers, administrators, materials and special needs instruction that will allow students to obtain elementary and high school credits that will be recognized by their resident districts; and

WHEREAS, Consultant, has submitted to the County its proposal for the continuation of such professional services (hereinafter the "Proposal"); and

WHEREAS, the parties propose hereby to enter into an agreement in accordance with the consultant's proposal for the performance of such services:

NOW, THEREFORE, it is agreed as follows:

1. Services To Be Performed by Consultant

Consultant shall provide a comprehensive educational program for the detainees at the Essex County Juvenile Detention Center in accordance with the Proposal, which is attached hereto and incorporated herein.

2. Compensation

The fee for Consultant's services shall not exceed \$1,900,000.00. Eight (8) monthly payments at \$158,333.33 and four (4) payments at \$158,333.34 for January 1, 2023 to December 31, 2023 which equals \$1,900,000.00.

3. Contract Term

Commencing upon approval of this contract by the Board of Freeholders, the contract term will be from January 1, 2023 through December 31, 2023.

4. **Terms and Conditions**

Consultant shall comply with the terms and conditions set forth in Appendix A, attached hereto and made a part hereof.

5. **Incorporation**

The following documents are attached hereto and made a part hereof:

- a. **Appendix B - Statement of Certain Political Contributions;**
- b. **Appendix C - General Provisions Governing Contracts for Consultants, Professional and Technical Services;**
- c. **Appendix D - Applicant/Proposer's Qualifications and Representatives;**
- d. **Appendix E - Vendor Certification; and**
- e. **Appendix F - Proposal by Consultant**

ADDENDUM TO CONTRACT

Notwithstanding any other provisions of this contract, the Essex Regional Educational Services Commission will indemnify the Count of Essex only as respects Essex Regional Educational Services Commission's sole negligence.

Effective Date of Contract

This contract shall not become effective until it has been executed by the Essex County Executive and approved by the Board of Chosen Freeholders.

Attest: 

Micheal Steinmetz
Board Secretary

Grantee/Service Contractor
By:  Date 1/25/23

Name: Shane Berger
Title: Board President

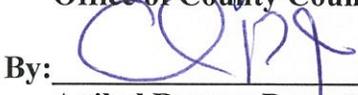
Attest: _____
Deborah Davis Ford, Clerk
Essex County Board
of Chosen Freeholders

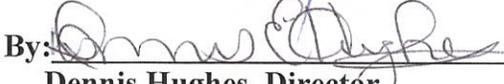
County of Essex
By:  Date 2/27/23

Joseph N. DiVincenzo, Jr.
Essex County Executive

The aforementioned agreement has been reviewed and approved as to form:

By:  _____
_____, County Council
Office of County Council

By:  _____
Anibal Ramos, Department Director
Department of Citizen Services

By:  _____
Dennis Hughes, Director
Division of Youth Services/
Essex County Detention Center

**STATEMENT OF CERTAIN
POLITICAL CONTRIBUTIONS MADE AFTER JULY 11, 1986 N/A
-NEGOTIATED CONTRACTS-**

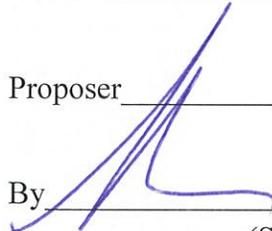
(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposer within five (5) years of the date hereof. If none, write "none".

Name	Amount

Proposer _____

By  _____
(Signature)

Print or Type
Name of Signatory Shane Berger

(LHS:Revised 5/5/95)

COUNTY OF ESSEX

**CERTIFICATION OF PAID OR OUTSTANDING MUNICIPAL/COUNTY
REAL ESTATE TAXES, WATER AND/OR SEWER OBLIGATIONS**

I, Shane Berger am the duly authorized
representative of _____ in connection with a
proposed contract with the County of Essex, Department of _____,
Division of _____, to provide _____
_____ services effective _____.

I, hereby, state that I have reviewed the financial records of my organization and
determined that there () are () are not outstanding charges due or owed for
municipal or county real estate taxes, water and/or sewer costs. (Note: If your
organization has any outstanding obligations, please list below, to whom owed,
amount and dates thereof. Attach additional sheet of paper if necessary.

I certify that the representations are true and accurate.

 president Date: 1/23/23
(Name and Title)

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The Applicant/Proposer makes the following statements and representations as part of the proposal:

1. Applicant/Proposer (firm name or individual):

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

2. Address: 333 Fairfield Road
Fairfield, New Jersey 07004

3. Federal Employer Identification Number: 22-2256931

4. How long have you been in business? 44 years

5. How long at present address? 5 years, moved from 369 Passaic Avenue, Fairfield, New Jersey 07004

6. If incorporated, state date of incorporation and in what state incorporated and designate whether a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

N/A

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

<u>Name</u>	<u>Address</u>	<u>Title</u>
-------------	----------------	--------------

N/A

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

7a. List below the names and addresses of all members of the Board of Directors.

<u>Name</u>	<u>Address</u>	<u>Title</u>
(see attached)		

7b. Complete the following as to any stockholder holding 10% or more of the issued and outstanding stock. If any stockholder is another corporation, attach a rider giving the answers to questions 1 through 7b with respect to that corporation.

<u>Name</u>	<u>Address</u>	<u>#Shares Held</u>	<u>%Shares Issued</u>
-------------	----------------	---------------------	-----------------------

N/A

7c. Has any corporation, partnership, association or individual, other than the stockholder(s) herein set forth, any beneficial interest, directly or indirectly in the stock held by said stockholders? _____ Yes _____ No

N/A

If answer is a yes, state the name and address of the corporation, partnership, association or individual having such beneficial interest and specify the nature of such interest. If such beneficial interest is held by a corporation, attach rider giving answers as required in questions 1 through 7b with respect to that corporation.

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

8. Are you a partnership? No

If so, list names and addresses of all partners (attach additional sheet) if necessary):

9. If you are doing business under a trade name, give state and county in which certificate is filed.

N/A

10. Average number of employees: 635

11. Have you ever bid or submitted a proposal on County of Essex business under another name? No If the answer is yes, list below the name or names:

12. Have you any outstanding bids or proposals for contracts with the County of Essex? No If the answer is yes, please list them.

Subject Requesting Agency

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
2020 Essex County Juvenile Detention Center Proposed Budget (Freeholders)
For the Period of January 1, 2021 – December 31, 2021

SALARIES:

Teachers	\$ 683,208
Teacher Hourly	\$ 64,192
Teacher's Aides	\$ 61,744
Ed Coordinator	\$ 37,149
Social Worker & Counselors	\$ 186,205
School Principal	\$ 116,348
School Vice-Principals	\$ 114,142
School Secretaries	\$ 52,242
TOTAL SALARIES	\$ 1,315,230

OTHER EXPENSES:

Purchased Prof Svcs-Instructional	\$ 0
Instructional Supplies	\$ 5,822
Textbooks	\$ 2,153
Other Objects-Instruction	\$ 0
In Service Training	\$ 56
Telephone	\$ 3,200
Central Admin Fee	\$ 105,904
Office Supplies	\$ 1,000
Misc Expense Admin	\$ 9,938
Equipment Lease/Purchase	\$ 11,246
Other Objects – Instructional	\$ 22,455
Misc Petty Cash	\$ 800
Postage	\$ 0
TOTAL OTHER EXPENSES	\$162,574

FRINGE BENEFITS:

Social Security	\$ 103,323
Retirement – Regular	\$ 35,245
Unemployment Compensation	\$ 8,000
Workers Compensation	\$ 46,582
Employee Medical Insurance	\$ 227,876
Tuition Reimbursement	\$ 1,170
TOTAL FRINGE BENEFITS	\$ 422,196

EQUIPMENT:

Instructional Equipment	\$ 0
TOTAL BUDGET	\$1,900,000

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
2020 Essex County Juvenile Detention Center Proposed Budget (Freeholders)
For the Period of January 1, 2021 – December 31, 2021

SALARY BREAKDOWN

TPAF

			Salary	Totals
Administration	Principal	(Jan-Dec)	\$ 116,348	\$ 116,348
	Vice Principals (1 FT, 1 PT)	(Jan-Dec)	\$ 114,142	\$ 114,142
Teachers	Spcl Ed .5	(Jan-Dec)	\$ 52,380	
	English	(Jan-Dec)	\$ 92,461	
	Social Studies	(Jan-Dec)	\$ 96,598	
	Social Studies	(Jan-Dec)	\$ 74,952	
	Math .5	(Jan-Dec)	\$ 86,004	
	Math	(Jan-Dec)	\$ 87,643	
	Science	(Jan-Dec)	\$ 95,777	
	Art .5	(Jan-Dec)	\$ 57,254	
	Health & Phys Ed .5	(Jan-Dec)	\$ 50,388	
	Spanish .5	(Jan-Dec)	\$ 53,943	\$ 747,400
Counselor	Counselor	(Jan-Dec)	\$ 88,705	\$ 88,705
Social Worker	Social Worker	(Jan-Dec)	\$ 97,500	\$ 97,500

PERS

	Aide	(Jan-Dec)	\$ 30,872	
	Aide	(Jan-Dec)	\$ 30,872	\$ 61,744
	Secretary	(Jan-Dec)	\$ 52,242	\$ 52,242
	Coordinator	(Jan-Dec)	\$ 37,146	\$ 37,149

TOTAL SALARY: \$1,315,230 \$1,315,230

TOTAL STAFF:

16 FT, 5 PT (Jan-June 2021)
16 FT, 5 PT (July-Dec 2021)

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
2020 Essex County Juvenile Detention Center Proposed Budget (Freeholders)
For the Period of January 1, 2021 – December 31, 2021

REVENUE:

MONTH	JAN-JUN BILLING	JUL-DEC BILLING
Jan	\$ 158,333	
Feb	\$ 158,333	
Mar	\$ 158,333	
Apr	\$ 158,333	
May	\$ 158,333	
Jun	\$ 158,333	
Jul		\$ 158,333
Aug		\$ 158,333
Sep		\$ 158,333
Oct		\$ 158,333
Nov		\$ 158,333
Dec		\$ 158,337

TOTAL REVENUE	\$ 949,998	\$ 950,002
----------------------	-------------------	-------------------

EXPENSES:

	JAN-JUN	JUL-DEC
Salaries – TPAF	\$ 582,047	\$ 582,048
Purchased Prof-Instructional	\$ 0	\$ 0
Instructional Supplies	\$ 2,911	\$ 2,911
Textbooks	\$ 1,076	\$ 1,077
Other Objects – Instructional	\$ 11,227	\$ 11,228
Salaries – PERS	\$ 75,567	\$ 75,568
Other Employees	\$ 0	\$ 0
In-Service Training	\$ 0	\$ 56
Telephone	\$ 1,600	\$ 1,600
Central Admin Fee	\$ 52,952	\$ 52,952
Office Supplies	\$ 500	\$ 500
Property/Liability Ins	\$ 0	\$ 0
Social Security	\$ 51,661	\$ 51,662
Retirement – PERS	\$ 17,622	\$ 17,623
Unemployment	\$ 4,000	\$ 4,000
Workers Compensation	\$ 23,291	\$ 23,291
Miscellaneous Expenses	\$ 4,969	\$ 4,969
Lease Purchase	\$ 5,623	\$ 5,623
Miscellaneous Petty Cash	\$ 400	\$ 400
Tuition Reimbursement	\$ 585	\$ 585
Employee Medical Benefits	\$ 113,938	\$ 113,938
Postage	\$ -	\$ -
Advertisement	\$ -	\$ -
Equipment, Instructional	\$ 0	\$ 0

TOTAL EXPENSES	\$ 949,969	\$ 950,031
TOTAL REVENUE JAN 1, 2021 – DEC 31, 2021		\$ 1,900,000
TOTAL EXPENSES JAN 1, 2021 – DEC 31, 2021		\$ 1,900,000
TOTAL INCOME/(LOSS) JAN 1, 2021 – DEC 31, 2021		\$ 0

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

**AUDITOR'S MANAGEMENT REPORT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED
JUNE 30, 2021**

PREPARED BY

**SAMUEL KLEIN AND COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS**

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

**AUDITOR'S MANAGEMENT REPORT ON ADMINISTRATIVE FINDINGS -
FINANCIAL, COMPLIANCE AND PERFORMANCE**

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Tax ID #22-2256931

SAMUEL KLEIN AND COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS

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FAX (973) 624-6101

36 WEST MAIN STREET, SUITE 803
FREEHOLD, N.J. 07728-2291
PHONE (732) 780-2600
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REPORT OF INDEPENDENT AUDITORS

Honorable President and
Members of the Board of Directors
Essex Regional Educational Services Commission
Fairfield, New Jersey

We have audited in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States, the basic financial statements of the Essex Regional Educational Services Commission as of and for the fiscal year ended June 30, 2020, and have issued our report thereon dated March 11, 2022.

As part of our audit, we performed procedures required by the Office of School Finance, Department of Education, State of New Jersey and the findings and results thereof are disclosed on the following pages, as listed in the accompanying table of contents.

This report is intended solely for the information and use of management, the Board of Directors, others within the Commission and the New Jersey State Department of Education. However, this report is a matter of public record and its distribution is not limited.


JOSEPH J. FACCONI
Licensed Public School Accountant #194


SAMUEL KLEIN AND COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Newark, New Jersey
March 11, 2022

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE AND PERFORMANCE

Scope of Audit

The audit covered the financial transactions of the Board Secretary/School Business Administrator, the activities of the Commission and the records of the various funds under the auspices of the Commission.

Administrative Practices and Procedures

Insurance

Fire insurance coverage was carried in the amounts as detailed on Exhibit J-20, Insurance Schedule contained in the District's CAFR.

Official Bonds

<u>Name</u>	<u>Position</u>	<u>Amount</u>
Carrie Grapstein	Board Secretary/School Business Administrator	\$400,000

There is a blanket dishonesty bond with New Jersey School Insurance Group covering all other employees with multiple coverage of \$500,000.

Tuition Charges

Not Applicable.

Financial Planning, Accounting and Reporting

Examination of Claims

An examination of claims paid during the period under review revealed no discrepancies with respect to signatures, certification or supporting documentation.

In verifying expenditures, computations were tested on claims approved and paid. No attempt was made in this connection to establish proof of rendition, character or extent of services, nor quantities, nature, propriety of prices or receipt of materials, these elements being left necessarily to internal review in connection with approval of claims.

Payroll Account and Position Control Roster

The net salaries of all employees of the Board were deposited in the Payroll Account. Employees' payroll deductions and employer's share of fringe benefits were deposited in the Payroll Agency Account.

All payroll deductions with Withholding Tax, Social Security, Employees' Pension Funds, Hospitalization Premiums and other items as well as the Board's Payroll Contributions, were deposited to the Payroll Agency Bank Account.

Finding 2021-01:

On the PCR document under the F.T.E column, numerous employees have split charges on their salaries but it is not showing the split salary amount to their account.

Recommendation:

That all salaries for split charges should be indicated on the PCR.

Reserve for Encumbrances and Accounts Payable

A review of outstanding issued purchase orders was made as of June 30th for proper classification of orders as a reserve for encumbrances and accounts payable.

All encumbrances, contracts, salaries and expenditures for state and federally funded projects were in accordance with laws and regulations and in conformity with procurement requirements.

Classification of Expenditures

The coding of expenditures was tested for proper classification in accordance with N.J.A.C. 6A:23A-16.2(f) as part of our test of transactions of randomly selected expenditure items. We also tested the coding of all expenditures included in our compliance and single audit testing procedures. In addition to randomly selecting a test sample, our sample selection specifically targeted administrative coding classifications to determine overall reliability and compliance with N.J.A.C. 6A:23A-8.3. As a result of the procedures performed, a transaction error rate of 0.0% overall was noted and no additional procedures were deemed necessary to test the propriety of expenditure classifications.

Board Secretary's Records

The minutes maintained by the Board Secretary were in satisfactory condition. The prescribed contractual order system was followed.

The School District's double entry system of account records were maintained in accordance with the Department of Education's prescribed GAAP Technical Systems Manual, pursuant to N.J.S.A. 18A:4-14 and N.J.A.C. 6:20-2A.

Revenue and receipts were established and verified as to source and amount only insofar as the local records permitted.

Finding (CAFR Finding 2021-02):

Our audit of the Commission's financial accounting records revealed the following:

- At June 30, 2021 the Commission had receivables from other Local Education Agencies ("LEA's") in excess of \$16.1 million in the General Fund and \$3.4 million in the Special Revenue Fund.
- Management has made a concerted effort to collect all prior years' receivables. As of February 23, 2022, \$3.6 million remains uncollected.
- Amounts reported in the Commission's June 30, 2021 general ledger were not in agreement with the billing system.

Recommendations:

- That internal control procedures be reviewed and enhanced to ensure the accuracy and collection of outstanding accounts receivable.
- That procedures be implemented to ensure that the Commission's general ledger is in agreement with the billing system.

Business Administrator's Records

Finding 2021-03:

The modified budget of the Capital Projects Fund was not in agreement with the prior year audit.

Recommendation:

That the Commission review the Capital Projects Fund budget to ensure that the budget is in agreement with the available funds.

Finding 2021-04:

During our review of the Treasurer's records, we noted an outstanding check over one (1) year old.

Recommendation:

That all outstanding checks over one (1) year old be reviewed for cancellation.

Finding 2021-05:

Our review of the activity in the Capital Project Fund revealed the following:

- A current year disbursement was recorded to the accounts payable account. This disbursement should have been charged to the budget. A journal entry was made to correct this posting error.
- A current year disbursement was recorded to the accounts payable - prior year account. The disbursement should have been charged to the budget. A journal entry was made to correct this posting error.

Recommendation:

That the Capital Projects Fund budget be charged for all current year expenditures.

Finding 2021-06:

We noted during our review of that the Detail Receipt Transaction Report and the Summary Cash Receipt Report did not agree in the month of June 2021.

Recommendation:

That the various reports reflecting the same information be in agreement.

Treasurer's Records

Acknowledgment of the Board's receipt of the Treasurer's Report was included in the minutes.

Elementary and Secondary Education Act (E.S.E.A.), as Amended by the
Every Student Succeeds Act (ESSA)

The E.S.E.A. financial exhibits are contained within the Special Revenue Section of the CAFR. This section of the CAFR documents the financial position pertaining to the projects under Titles I and VI of the Elementary and Secondary Education Act, as amended and reauthorized.

The study of compliance for E.S.E.A. indicated that there were no areas of noncompliance and/or questioned costs.

Other Special Federal and/or State Projects

The Commission's Special Projects were approved as listed on Schedule A and Schedule B located in the CAFR. Expenditures of federal awards did not meet the \$750,000.00 expenditure threshold requiring a federal single audit.

Our audit of the federal and state funds, on a test basis, indicated that obligations and expenditures were incurred during the fiscal year or project period for which the project was approved.

The financial exhibits are contained within the Special Revenue Section of the CAFR. This section of the CAFR documents the financial position pertaining to the aforementioned special projects.

The study of compliance for the special projects indicated that there were no areas of noncompliance and/or questioned costs.

TPAF Reimbursement

Our audit procedures included a test of the bimonthly reimbursement forms filed with the Department of Education for district employees who are members of the Teachers' Pension and Annuity Fund. No exceptions were noted.

TPAF Reimbursement to the State for Federal Salary Expenditures

The reimbursement to the State for the amount of the expenditure charged to the current year's Final Report(s) for all federal awards for the Commission to reimburse the State for the TPAF/FICA payments made by the State on-behalf of the Commission for those employees whose salaries are identified as being paid from federal funds was made subsequent to the end of the 60 day grant liquidation period, but prior to the 90 days required by *N.J.S.A. 18A:66-90*. Accordingly, the expenditure was made in accordance with State law (90 days) and properly reported as obligated and not expended and as an unliquidated balance in the current year's Final Report(s) for all federal awards.

School Purchasing Program

Contracts and Agreements Requiring Advertisement for Bids

The bid thresholds in accordance with *N.J.S.A. 18A:18A-2* is \$44,000.00 with a Qualified Purchasing Agent. The law regulating bidding for public school student transportation contracts under *N.J.S.A. 18A:39-3* is \$19,600.00 for 2020 - 2021.

The Commission has the responsibility of determining whether the expenditures in any category will exceed the statutory thresholds within the contract year. Where question arises as to whether any contract or agreement might result in violation of the statute, the Solicitor's opinion should be sought before a commitment is made.

Inasmuch as the system of records did not provide for an accumulation of payments for categories for the performance of any work or the furnishing or hiring of any materials or supplies, the results of such an accumulation could not reasonably be ascertained. Disbursements were reviewed; however, to determine whether any clear-cut violations existed.

The results of our examination indicated that no individual payments, contracts or agreements were made for the performance of any work or goods or services, in excess of the statutory thresholds where there had been no advertising for bids in accordance with the provision of *N.J.S.A. 18A:18A-4*, as amended.

Resolutions were adopted authorizing the awarding of contracts or agreements for "Professional Services" per *N.J.S.A. 18A:18A-5*.

The system of records did not provide for an accumulation of purchases for which the Commission used contracts entered into by the State Department of Purchase and Property pursuant to Ch. 114, P.L. 1977, therefore, the extent of such purchases could not reasonably be ascertained.

School Food Service

The financial transactions and statistical records of the school food service fund were reviewed. The financial accounts and eligibility applications were reviewed on a test-check basis.

Cash receipts and bank records were reviewed for timely deposit.

The Commission utilizes a food service management company (FSMC) and is depositing and expending program monies in accordance with *N.J.S.A. 18A:17-34*, and 19-1 through 19-4.1. Provisions of the FSMC Cost Reimbursable or Fixed Price contract/addendum were reviewed and audited. The FSMC contract includes an operating results provision which guarantees that the food service program will break even. The operating results provision has been met. All vendor discounts, rebates, and credits from vendors and/or the FSMC were tracked and credited to the Food Service Account and reconciled to supporting documentation at least annually.

Expenditures should be separately recorded as food, labor and other costs. Vendor invoices were reviewed and costs verified. Inventory records on food and supply items were currently maintained and properly applied in determining the cost of food and supplies used.

Net cash resources exceeded three months average expenditures.

Time sheets were reviewed and labor costs verified. Payroll records were maintained on all School Food Services employees authorized by the board of education/board of trustees. No exceptions were noted.

The Statement of Revenues, Expenses, and Changes in Fund Net Assets (CAFR Schedule B-5) does separate program and non-program revenue and program and non-program cost of goods sold.

The Commission did provide the detailed revenue and expenditure information necessary in order to execute the USDA mandated Non-Program Food Revenue Tool at least annually.

Cooperative Purchasing Enterprise Fund

The Commission operates a cooperative purchasing enterprise fund. There was no activity in the fund.

Facilities and Capital Assets

Finding 2021-07:

Condition:

The general fixed asset report additions and deletions did not agree with the Commission's records.

Recommendation:

That the general fixed asset report additions and deletions agree with the Commission's records.

Testing for Lead of All Drinking Water in Educational Facilities

The Commission adhered to all the requirements of N.J.A.C. 26-1.2 and 12.4 related to the testing for lead of all drinking water in educational facilities.

The Commission did submit the Annual Statement of Assurance to the Department of Education pursuant to N.J.A.C. 6a:26-12.4(g).

Follow-Up on Prior Year's Findings

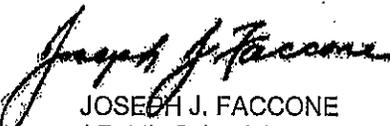
In accordance with government auditing standards, our procedures included a review of all prior year recommendations including findings. Corrective action has been taken on all prior findings.

Miscellaneous

The minutes indicate that the Report on Examination of Accounts for the 2019-2020 fiscal year was reviewed by the Commission, a synopsis thereof distributed at a public meeting and public discussion held.

Acknowledgment

We received the complete cooperation of all the officials of the Commission and greatly appreciate the courtesies extended to the members of the audit team.


JOSEPH J. FACCONI
Licensed Public School Accountant #194


SAMUEL KLEIN AND COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Newark, New Jersey
March 11, 2022

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
AUDIT RECOMMENDATIONS SUMMARY
FISCAL YEAR ENDED JUNE 30, 2021

It is recommended that:

1. Administrative Practices and Procedures

None

2. Financial Planning, Accounting and Reporting

1. That all salaries for split charges should be indicated on the PCR.
2. That internal control procedures be reviewed and enhanced to ensure the accuracy and collection of outstanding accounts receivable.
3. That procedures be implemented to ensure that the Commission's general ledger is in agreement with the billing system.
4. That the Commission review the Capital Projects Fund budget to ensure that the budget is in agreement with the available funds.
5. That all outstanding checks over one (1) year old be reviewed for cancellation.
6. That the Capital Projects Fund budget be charged for all current year expenditures.
7. That the various reports reflecting the same information be in agreement.

3. School Purchasing Program

None

4. School Food Service

None

5. Application for State School Aid

None

6. Pupil Transportation

None

7. Facilities and Capital Assets

8. That the general fixed asset report additions and deletions agree with the Commission's records.

8. Follow-Up on Prior Years' Findings

None

9. Miscellaneous

None

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

13. Have you any current contract awards from the County? Yes

<u>Subject</u>	<u>Amount</u>	<u>Awarding Agency</u>
Educational Services to the Essex County Youth Detention Facility	\$1,900,000.00	County of Essex

14. Describe any other contracts for professional services which you have entered into with the County of Essex within the past three (3) years beginning with the most recent to least recent (include agency or department name, brief description of the department, contact person's name and telephone number). Applicant need not provide more than five (5) such descriptions. Attach additional sheet(s) as required.

N/A

15. Bank references.

PNC

16. Statement of financial conditions (please attach most recent audit report or annual financial statement).

See Attached

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY:

ss: AFFIDAVIT

COUNTY OF ESSEX:

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.



Signature of Applicant
Board President

Sworn to before me this

25 day of January 2003

Notary Public or Commissioner of Deeds



50 EMPLOYEES OR LESS

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY (SS.)
COUNTY OF ESSEX

I, _____, of the (City, Town, Borough of _____), in the County of _____, State of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of _____ a bidder making a proposal upon the above-named project.

2. _____, does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____, as complies with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if, _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, (City, Town, Borough) of _____ until an affirmative action plan is approved.

I am also aware that the contract may be terminated and the _____ may be debarred from all public contracts for a period of up to five (5) years.

Subscribed and sworn to before me
this _____ Day of _____ 20 _____

(Seal) Notary Public of New Jersey

51 EMPLOYEES OR MORE
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)SS:
COUNTY OF ESSEX

I, Shane Berger of full age, being duly sworn according to law, upon my oath, depose and say:

1. I am the employee and; or officer of the handling of the ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION in charge of the handling of this bid and or contract and am fully familiar with the operations of the ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION and also with the provisions of New Jersey P.L. 1975, Chapter 127, approved June 23, 1975.

2. The ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION is in compliance with the provisions of the aforementioned P.L. 1975, Chapter 127 and the rules and regulations formulated pursuant to it relating to the filing of affirmative action programs with the New Jersey State Treasurer.

3. The ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION is aware that any failure to comply with P.L. 1975, Chapter 127, approved June 23, 1975, shall be a breach of contract and will make the ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION to comply.

Essex Regional Educational Services Commission



Board President

Sworn and subscribed to before me this 05 day of January 2023

Notary Public



VENDOR CERTIFICATION

I, Shane Berger am a duly authorized representative of the

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

(hereinafter referred to as "Vendor") which has submitted a proposal to provide the following services to the County of Essex (hereinafter referred to as "County"):

Educational Services to the Essex County Youth Detention Facility

I have reviewed and I am aware of the representation made by the Vendor to the County in its proposal for said contract, dated _____.

I am also aware that the County will rely upon said representations in the award of said contract and I certify that said representation made by the vendor are true and accurate.

DATED: _____

1/25/23



APPENDIX E

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "County" shall mean the County of Essex.
- B. "Controller" shall mean the Controller of the County of Essex.
- C. "Law" or "Laws" shall include, but not be limited to, the Essex County Administrative Code, any County ordinance, rule or regulation having the force of law, laws and regulations of the State of New Jersey and of the United States.

2. REPRESENTATIONS AND WARRANTIES

2.1 Procurement of Agreement

- A. The Contractor represents and warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

2.2 Conflict of Interest

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

APPENDIX C

2.3 Fair Practices

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;**
- B. Unless otherwise required by law, the prices which have been quoted in this contract and in the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and**
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.**

The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposal or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

3. AUDIT BY THE COUNTY

- 3.1 The Contractor shall maintain such books and records as may be required by the Controller so that he may evaluate the reasonableness of the charges and shall make its records available to the Controller as he considers necessary.**
- 3.2 The Contractor shall not be entitled to final payment under the Agreement until all requirements of the County for payment have been satisfactorily met.**

4. **COVENANTS OF THE CONTRACTOR**

4.1 **Employees**

- A. None of the experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are employees of the County. Nothing in this contract shall impose any liability or duty on the County for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or except as specifically stated in this contract, to any person, firm, or corporation.
- B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the County from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property or on account of any neglect, fault, or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees regardless of any negligence, fault or default of the Contractor.

4.2 **Independent Contractor Status**

The Contractor represents that it is an independent contractor, and not an employee of the County, and that in accordance with such status as independent contractor the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, workmen's compensation coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

4.3 **Insurance Indemnification**

- A. The contractor shall indemnify and hold the County harmless from all liability and shall carry paid up comprehensive general liability insurance in the sum of not less than one million (\$1,000,000) dollars per

occurrence to protect the County against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of the Contractor, its employees, or otherwise. Such policy or policies of insurance shall be obtained from a company or companies duly licensed to do business in the State of New Jersey, and shall name the County as an insured thereunder, and shall provide that in the event of cancellation thereof the County shall be notified at least fifteen (15) days in advance thereof. A certificate of insurance shall be delivered to the County for approval as to form prior to the effective date of this contract. The liability of the Contractor hereunder to the County is absolute and is not dependent upon any question of negligence on its part.

- B. In the event that any claim is made or any action is brought against the County arising out of negligent or careless acts of an employee of the Contractor, either within or without the scope of his employment, or arising out of Contractor's negligent performance of this Agreement, then the County shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

4.4 Protection of County Property

- A. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.
- B. In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purpose of set-off, in sufficient sums to cover such loss or damage.
- C. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

4.5 Confidentiality

- A. All information obtained, learned, developed or filed in connection with welfare recipients or their relatives, including data contained in official County files or records, shall be confidential and shall not be disclosed to

unauthorized persons except on written consent of the County, or as authorized or required by law.

- B. All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the County.

4.6 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

4.7 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later.

4.8 Compliance with Law

Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

4.9 Equal Employment Compliance

See Addendum 1B Attached Hereto.

4.10 Federal Employment Practices

Contractor and its subcontractors shall comply with all federal civil rights legislation pertaining to employment, and rules and regulations thereunder.

4.11 Non-Discrimination Against the Handicapped

The Contractor agrees that it will comply with all legislation prohibiting employment discrimination against the handicapped and all regulations, guidelines and interpretations issued pursuant thereto.

4.12 Assignment

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations, duties, in whole or in part, or of its rights to execute it, or its right, title or interest in it or any part

thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract, unless the prior written consent of the County shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination, at the option of the County; and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all monies that may become due under the contract shall be forfeited to the County except so much thereof as may be necessary to pay the Contractor's employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New Jersey.
- D. This Agreement may be assigned by the County to any corporation, agency or instrumentality having authority to accept such assignment.

4.13 Subcontracting

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the County. Two copies of each such proposed subcontract shall be submitted to the County with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
 - 1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the County and the Contractor,
 - 2. that nothing contained in such agreement shall impair the rights of the County,
 - 3. that nothing contained herein, or under the Agreement between the County and the Contractor, shall create any contractual relation between the subcontractor and the County, and
 - 4. that the subcontractor specifically agrees to be bound by this Agreement to the same extent as the Contractor would be in performing such subcontracted work.
- B. The Contractor agrees that it is fully responsible to the County for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

4.14 Publicity

- A. The prior written approval of the County is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the County shall have a free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the publication or parts thereof.

4.15 Participation in an International Boycott

- A. The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the County may, at its option, cancel this contract.

4.16 Anti-Trust

The Contractor hereby assigns and transfers to the County all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New Jersey or of the United States relating to the particular goods or services purchased or procured by the County under this Agreement.

4.17 Cooperation and Assistance

In the event that a claim is made or any action is brought against the County in any way relating to the performance of this Agreement, the Contractor shall, upon request, diligently render to the County any and all assistance which the County requires of the Contractor.

5. TERMINATION

5.1 Termination of Agreement

- A. The County shall have the right to terminate this Agreement, in whole or in part:
1. For any cause for termination specified in any section of this Agreement.
 2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement.
 3. Upon the Contractor's becoming insolvent.
 4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntary or involuntary.
- B. The County shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than 10 days from the date the notice is received.
- C. The Contractor shall be entitled to apply to the County to have this Agreement terminated by the County by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or proprietary capacity; fires; flood; epidemics; quarantine restrictions; strikes; freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the County which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the County pursuant to such application by the Contractor, such termination shall be deemed to be without cause.

- D. Upon termination of this Agreement, the Contractor shall comply with County close-out procedures, including but not limited to:**
- 1. Accounting for and refunding to the County within thirty (30) days any unexpended funds which have been paid to the Contractor pursuant to this agreement.**
 - 2. Furnishing, within thirty (30) days, an inventory to the County of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.**
 - 3. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the County in accordance with the terms of this Agreement. In no event shall the word "obligation," as used herein, be construed as including any lease agreement oral or written, entered into between the Contractor and its landlord.**
 - 4. Turn over to the County or its designees all books, records, documents and material specifically relating to this Agreement.**
 - 5. Submit, within ninety (90) days, a final statement and report relating to this Agreement. The report shall be made by a certified public accountant or a licensed public accountant.**
- E. In the event the County shall terminate this Agreement in whole or in part as provided in paragraphs 1, 2, 3, or 4 of subsection A of this section, the County may procure, upon such terms and in such manner deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.**
- F. Notwithstanding any other provisions of this contract the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of Contractor's breach of the contract, and the County may withhold payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the County from the Contractor is determined.**
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.**
- H. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement.**

6. MISCELLANEOUS

6.1 Conflict of Laws

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey.

6.2 General Release

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the County from any and all claims of and liability to the Contractor arising out of the performance by this contract.

6.3 No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted in connection with this contract.

6.4 Waiver

Waiver by the County of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Agreement.

6.5 Notice

The Contractor and the County hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of any legal action.

6.6 All Legal Provisions Deemed Included

It is the intent and understanding of the parties to this contract that each and every provision of law required to be inserted in this contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein, even if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form.

6.7 Severability

If this contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the contract without affecting the binding force of the remainder.

6.8 Political Activity

There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

6.9 Modification

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

6.10 Paragraph Headings

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract.

6.11 No Removal of Records From Premises

Where performance of this Agreement involves use by the Contractor of County papers, files, data or records at County facilities or offices, the Contractor shall not remove any such papers, files, data or records from there without the prior approval of the County's designated official.

6.12 Inspection at Site

The County shall have the right to have representatives of the County or of the State or Federal governments present at the site of the work to observe the work being performed.

6.13 Supervision of Performance

The County shall assign one (1) or more employees or agents as liaison with the Contractor who shall be authorized to assert and represent the County's interest under the Agreement.

6.14 Payment for Work

Payment to the Contractor shall be in accordance with the County's standard policies and procedures and shall be subject to the filing, by Contractor, of duly approved County voucher forms.

6.15 Permits and Fees

Contractor shall be responsible for securing, at its own cost and expense, all permits and approvals needed for its performance of the Agreement.

6.16 Extra Work

In the event the County determines that additional or extra work not covered by the Agreement is required of Contractor in connection with the project which is the subject of the Agreement, Contractor agrees to perform such work at the same rates provided in the Agreement. If no rates are provided for such additional work in the Agreement, then the work shall be performed for such payment as agreed to by the parties. If the parties cannot agree, then Contractor shall perform the work for such additional payment as may be determined by the County to be reasonable, subject to Contractor's right thereafter to seek additional compensation by arbitration or litigation if contractor feels such payment is unreasonable.

6.17 Delays in Performance by Contractor

If performance is delayed by Contractor and the County suffers damages as a result of such delay, Contractor shall be liable for such damages including the amount of wages which may be paid by the County to any inspectors or supervisors employed by it in connection with the work for the period of the delay. Any such damages may be deducted by the County from the contract price.

6.18 Breaches and Non-Compliance

In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Agreement, the County shall have the right to have any such breach or non-compliance corrected and cured by the Contractor.

6.19 American Made Goods

Only manufactured products of the United States, whenever available, and where required for performance under the Agreement, shall be used.

B ADDENDUM 1B
P.L. 1975, C. 127(N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment; upgrading; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union of workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975 c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5-2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

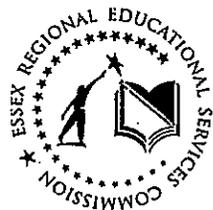
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it

will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court divisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

333 Fairfield Road

Fairfield, New Jersey 07004

Tel: (973) 405-6262 x295 / Fax: (973) 405-6553

LAURIE W. NEWELL, Ph.D.
Superintendent

ANTHONY VAUSS
Assistant Superintendent of Business

MICHAEL STEINMETZ
School Business Administrator

January 24, 2023

TO WHOM IT MAY CONCERN:

Please be advised that the Essex Regional Educational Services Commission is a New Jersey Public Entity. As a non-profit 501 c 3 organization and a Local Education Agency (LEA), we are not required to provide the following documents:

- New Jersey Business Registration Certificate
- W-9
- Political Contribution Disclosure form (Pay-to-Play)
- Affirmative Action Documentation
- Mandatory Contract Language

The ERESK Federal Tax Identification Number is:

22-2256931.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Steinmetz", written in a cursive style.

Michael D. Steinmetz
School Business Administrator
Essex Regional Educational Services Commission
333 Fairfield Road
Fairfield, NJ 07004

CONSTITUENT DISTRICTS:

Belleville, Bloomfield, East Orange, Essex County Vocational Schools,
Irvington, Livingston, Montclair, Newark, Orange, and South Orange-Maplewood

**ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
BUSINESS OPERATIONS UNIT
333 Fairfield Road
Fairfield, New Jersey 07004
Tel: (973) 405-6262 x 253 / Fax: (973) 405-6565
LAURIE W. NEWELL, Ph.D.
Superintendent
MICHAEL D. STEINMETZ
School Business Administrator**

Laws regarding RFP Mandatory Documents

Please provide this document with proposals Governmental agencies are exempt from having to provide the following:

- a valid Employee Information Report—Affirmative Action evidence
- Political Disclosure
- Statement of Ownership
- Business Registration Certificate

1) Affirmative Action Evidence

The RFP requires all respondents to submit a valid **Certificate of Employee Information Report (AA302)** commonly known as Affirmative Action evidence. This is a requirement when a “public agency” awards a “public agency contract.”

Pursuant to N.J.A.C. 17:27-2.1 under definitions

“Public agency contract” means any construction contract or goods and services contract, including a professional services contract. Included in this definition are contracts qualifying for other exemption from formal bidding requirements. Excluded from this definition are contractual agreements between public agencies.”

2) Completion of Enclosed Political Contribution Disclosure Form

Pursuant to N.J.S.A. 18A:6-51 et seq., an educational services commission is a government agency that provides services to public school districts.

Pursuant to Local Finance Notice 2007-11 – *Board of Education Contracting Issues Update: Pay-to-Play and Business Registration*

“Government Agencies: Since government agencies cannot make political contributions, contracts with government agencies are exempt from the law. Thus, contracts with agencies such as other public school districts, educational services/jointure commissions, state schools, municipalities, counties, county and state colleges, state universities, agencies in other states, and federal government agencies are not subject to the law.”

ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

BUSINESS OPERATIONS UNIT

333 Fairfield Road

Fairfield, NJ 07004

Tel: (973) 405-6262 x 253 / Fax: (973) 405-6565

LAURIE W. NEWELL, Ph.D.

Superintendent

MICHAEL D. STEINMETZ

School Business Administrator

3) Completion of enclosed Statement of Ownership Form

The Statement of Ownership Form pursuant to N.J.S.A 52:25-24.2, pertains to corporations, partnerships, or limited liability companies submitting bids or proposals to public entities.

Pursuant to N.J.S.A. 18A:6-51 et seq., an educational services commission is a government agency that provides services to public school districts and an ESC is not a corporation, partnership, LLC or business entity.

4) New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, a business organization must submit a NJ Business Registration Certificate to the board of education, prior to the award of contract.

The definition of a "business organization" found in the law is as follows.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof, but does not include a government agency or organization organized as a nonprofit entity under 26 U.S.C. sec. 501(c).

Legislative District #: 21, 27, 28, 29, 24, 26, 40

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Municipalities

Belleville Township	Glen Ridge Borough	Nutley Town
Bloomfield Township	Irvington Township	Roseland Borough
Caldwell -West Caldwell	Livingston Township	South Orange-Maplewood
Cedar Grove Township	Millburn Township	Verona Borough
Essex Fells Township	Newark City	West Essex Regional
Fairfield Township	North Caldwell Borough	West Orange Town

Local Education Agencies (Board Members and members of governing body, regardless of title):

Mr. Shane Berger, Bloomfield BOE Board President	Mr. Seth Cohen, Livingston BOE Board Member
Ms. Joshephine Garcia, Newark BOE Board Vice President	Ms. Phaedra Dunn, Montclair BOE Board Member
Mr. Salvatorew Carnovale, EC Vo-Tech Exec. Committee Member	Ms. Shawneque Johnson, Orange BOE Board Member
Ms. Annette Beasley, Irvington BOE Board Member	Mr. Thair Joshua, S. Orange-Maplewood BOE Board Member
Ms. Gabrielle Bennett-Meany, Belleville BOE Board Member	Ms. Andrea McPhatter, East Orange BOE Board Member



Contract Summary

Summary:

To provide alternative education to residents housed at the Essex County Juvenile Detention Center which is mandated by the State Department of Education.

New Contract _____ Renewal Previous Contract Amount \$1,900,000.00

Funding Source: _____

List Purchasing/Bid Items:

Purpose of Items: _____

Justification of Necessity:

To provide the best education and meet all the State of New Jersey Requirements.

Time Frame for Approval: _____

Urgent: _____

Please Justify if Urgent: