Discussion Points

1. In a press release dated September 1, 2011, the department announced that 11 school districts had been selected to participate in the Excellent Educators for New Jersey teacher evaluation pilot program during the 2011-2012 school year. Ten of the districts received a portion of a $1.1 million allotment from the State, while one additional district used federal funds to participate in the pilot program.

**Question:** Please provide the grant amount awarded to each participant school district, as well as each district’s budget for the pilot program, as shown in the information provided in each district’s grant application.

Below please find a matrix of all budgeted and actual grant award for the ten participating LEAs.

<table>
<thead>
<tr>
<th>LEA-4NJ Pilot District</th>
<th>Proposed Budget in Original Application</th>
<th>Approved Budget Amount Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Township</td>
<td>$51,800</td>
<td>$51,800</td>
</tr>
<tr>
<td>Bergenfield</td>
<td>$95,900</td>
<td>$95,900</td>
</tr>
<tr>
<td>Elizabeth</td>
<td>$206,000</td>
<td>$205,000</td>
</tr>
<tr>
<td>Monroe Township</td>
<td>$176,100</td>
<td>$176,100</td>
</tr>
<tr>
<td>Ocean City</td>
<td>$81,700</td>
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<tr>
<td>Pemberton Township</td>
<td>$200,200</td>
<td>$199,745</td>
</tr>
<tr>
<td>Red Bank Borough</td>
<td>$57,360</td>
<td>$57,360</td>
</tr>
<tr>
<td>Secaucus</td>
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<td>$71,800</td>
</tr>
<tr>
<td>West Deptford Township</td>
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<td>$86,000</td>
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<tr>
<td>Woodstown-Pilesgrove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regional School District</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL AWARDED</td>
<td></td>
<td>$1,090,730</td>
</tr>
</tbody>
</table>

2. P.L. 2007, c.37 provided the Economic Development Authority with the ability to issue an additional $1 billion in bonds, with the proceeds to be used to provide school facilities project grants to regular operating districts (school districts that were not classified as SDA districts). Since then, the department provided grants to districts in three cycles, with the applications for the third cycle due to the department by January 2010.

**Question:** How much of the $1 billion authorization remains available for providing grants to regular operating districts? Please detail the timeframe in which the department anticipates beginning a fourth cycle of grant awards for school facilities projects in the regular operating districts.

Of the $1 billion dollars authorized in 2008, $50 million was included for County Vocational School Districts and $950 million for ROD grants. The SDA has executed ROD grants with a total state share of $381 million and have grants with state share of approximately $76 million under review towards execution. In summary, the State has encumbered $457 million dollars of the original $1 billion dollars authorized. Some of the $76 million dollars under review may become unencumbered if the school district cannot secure the local share of the project within
Discussion Points (Cont’d)

the 18 month timeline specified in the facilities regulations. That leaves $493 million dollars unencumbered plus any of the $76 million dollars currently under review that becomes free in the future. The DOE approved approximately $18.5 million dollars for County Vocational School Districts in Allocation 1. Approximately $31.5 million dollars remains for these projects. A fourth cycle of grant awards has not been planned at this time.

3. In January 2011, seven of the 21 executive county superintendents of schools were relieved of their responsibilities. At that time, media reports indicated that the positions would be filled with new gubernatorial nominees.

- Question: Please identify the counties in which the public schools are currently overseen by an individual who either oversees multiple counties or has not been confirmed by the Senate. How many individuals have been nominated to fill an executive county superintendent of schools vacancy and are currently awaiting Senate confirmation?

The Executive County Superintendents are assigned as follows (Note: * represents an individual not confirmed by the Senate):

Thomas Dowd  Atlantic
             Ocean

Robert Gilmartin  Bergen
                 Passaic

Margaret Nicolosi  Burlington
                    Camden

Richard Stepura  Cape May
                 Cumberland

Lawrence Feinsod  Essex

Robert Bumpus  Gloucester
                Salem

Monica Tone  Hudson

Jeff Scott  Hunterdon

Samuel Stewart  Mercer
                 Middlesex

Joseph Passiment  Monmouth
                 Union

Kathleen Serafino  Morris
                 Somerset
Discussion Points (Cont'd)

Rosalie Lamonte          Sussex          Warren

There are no nominations to fill vacancies at this time.

4. One of the performance objectives listed in the Core Mission Summaries in the Budget in Brief is the number of students enrolled in high performing charter schools. The performance target for the current year is 10,719, with the target increasing to 11,700 in the subsequent school year.

• Question: Please describe why the department considers the number of students enrolled in high performing charter schools, as opposed to any high performing public school, one of its performance objectives.

Pursuant to authorizing legislation, charter schools must adhere to additional standards from traditional public schools and this performance objective reflects that legislative requirement.

• Question: Please describe how the department defines “high performing charter schools” for the purposes of assessing this performance objective. How does this approach compare to the criteria used to identify “reward schools” in the department’s application to the federal Department of Education for waiving certain requirements of the Elementary and Secondary School Act of 1965? How many students are currently enrolled in charter schools that are identified as reward schools in the waiver application?

In the weeks and months to come, the Department will finalize its increasingly informative and sophisticated school performance reports, which will ultimately assess all public schools using similar metrics. In the meantime, the Department created an interim measure for identifying its highest-performing charter schools. Given our responsibility for tracking the results of charters, including making decisions about renewal, probation, closure, expansion, and more, developing a first-phase measure has significant practical value. This interim designation includes charters in the top 30 percent of statewide performance or those outperforming their host districts by 15 percentage points (for schools demonstrating proficiency rates of at least 50% proficient). The Department expects to continue refining over time its definition for high performing charter schools; for example, future criteria will possibly include student growth percentages and/or peer school comparisons.

It is important to note that this work is differentiated from the determination of “Reward” status, whose criteria was mandated by the federal government in its ESEA waiver application requirements. There are two groups of Reward Schools. Reward-High Performing schools met Adequate Yearly Progress (AYP) for all students and subgroups, have a school-wide proficiency rate above 90 percent, and, at the high school level, have a graduation rate above 90 percent. Also subgroups in Reward-High Performing schools must rank in the top 10 percent of performance relative to that subgroup’s performance across the state. Reward-High Progress schools had student growth percentile scores of 65 or higher, indicating strong student growth compared to schools with students with similar performance histories.
Discussion Points (Cont’d)

5. N.J.A.C.6A:23A-3.1(e)(2) limits the per diem compensation of an interim superintendent to 1/260th of the maximum salary authorized for a superintendent of schools. Based on the maximum salaries provided for at N.J.A.C.6A:23A-1.2 and the high school salary increment, a superintendent of a school district of at least 6,500 students that contains at least one high school may earn up to $177,500, yielding a maximum per diem rate of $682.69. An analysis of payroll data through the fourth quarter of 2011 (available at http://www.yourmoney.nj.gov/transparency/payroll/) indicates that 11 individuals working for the department were classified as special services employees and received payments at a per diem rate that exceeded that threshold established for interim superintendents. Four of the individuals were acknowledged for having made contributions to the Education Funding Report. A fifth, while not recognized in the report, was listed in a media report as a consultant on the analysis. A sixth person, based on the department’s response to a question raised during the April 12, 2011 Assembly Budget Committee meeting, was a consultant whose, “primary task [was] to provide advice to the acting Commissioner on how best to organize the New Jersey Department of Education to achieve the Department’s objectives.” A seventh individual is currently an assistant commissioner at the department, having been approved by the State Board of Education at its November 2, 2011 meeting.

- **Question:** Please provide a copy of any agreements between the department and the four consultants who were named in the Education Funding Report. Given the variation in the number of days for which each was compensated (minimum of 1½ days to slightly more than eight days) through calendar year 2011, please discuss the differences in the roles each played in producing the report.

The Department rejects the underlying assumption in the question that the per diem amount of an interim superintendent somehow places a limit on the Department’s ability to hire specifically trained consultants with specific experiences or bring the best minds to bear on highly complex issues on a project basis.

Last year, the Department undertook an effort to review the state’s funding formula which annually distributes $7.8 billion in state funds to districts. In order to inform this review and ensure a thoughtful and rigorous review process, the Department partnered with a small number of researchers and practitioners to provide research support to inform the drafting of the Education Funding Report (see attachment for agreement between the Department and the consultants). The differences among these researchers and practitioners depended on the scope and significance of their respective writing assignments, which greatly dictated the amount of time they contributed to the project. Most importantly, they provided research and drafts of various sections. While the Department utilized the consultant’s input, the vision for the Report was solely crafted by the Department.

- **Question:** The fifth individual, not acknowledged in the Education Funding Report as a contributor, was compensated for nearly 68 days through calendar year 2011. Please provide a copy of any agreement between the department and this individual. If the individual did consult on the Education Funding Report, please describe the individual’s responsibilities. If the individual did not consult on the report, or consulted on matters in addition to the report, please detail these responsibilities.
Discussion Points (Cont'd)

This individual provided guidance to the Department during the development of the draft School Performance Report presented in the Department's ESEA Flexibility Request (see attachment for agreement between the Department and the consultant). In particular, this individual contributed to the conceptual development of the types of reporting and data use scenarios specified in the Flexibility Request, such as the production of 'At-Risk' reports to identify students at-risk of dropping out of school early. The Education Funding Report contained a description of the Department's ESEA Flexibility plans to improve reporting and use data more effectively across schools and districts. To this end, this individual provided preliminary work prior to the drafting of the Education Funding Report. While the Department utilized the consultant's preliminary work, the vision for the Report was solely crafted by the Department.

•  **Question:** Given that the State Board of Education approved the department's current organization chart in July 2011, please describe the additional work performed by the sixth individual (discussed during the April 2011 Assembly Budget Committee) for which the individual was compensated (26 days of work) between October and December 2011.

This individual provided support for the Department's Education Funding Report; reviewed the Department's Race to the Top 3 plan, particularly recommending which projects to pursue; led recruiting efforts for the Department's senior leadership vacancies; contributed input and advice to support the Department's ESEA Flexibility Request; and provided expert advice leading to the creation of the Department's Regional Achievement Centers.

•  **Question:** Please explain the circumstances that has led an assistant commissioner to be classified as a per diem, rather than a salaried, employee. If this classification has changed, please provide the date of the change.

In order to be effective in leading educational reform, the Department must aggressively recruit individuals with excellent credentials and proven track records. It has always been a challenge to find individuals with the specialized expertise to lead these reform efforts at the state level. The Department found just such an individual in the summer of 2011 to lead the academic division. However, she was fully engaged as a senior administrator with a school district in Connecticut and was finishing up her doctoral program as well. She was very excited about the NJDOE opportunity but needed time to transition her life and career from Connecticut to New Jersey. We retained this individual as a consultant on October 3, 2011, prior to approval as Assistant Commissioner by the State Board of Education at the November 2011 monthly meeting, so that she could at least begin to work on the myriad of issues facing that new division. Her per diem amount of $1,000 was set at or below the market rate for individuals with her background and experiences. Following State Board of Education approval, we agreed on a transitional period through December 31, 2011 that would allow her to transition from Connecticut, finish her doctoral program and allow her flexibility in scheduling working days at the Department. She became a full time employee as of January 1, 2012.

•  **Question:** Please describe the responsibilities of the other four individuals who received compensation on a per diem basis in excess of $682.69 during calendar year 2011.
Discussion Points (Cont’d)

Of the four individuals, one of the individuals assisted the Department in planning and implementing the recommendations developed by the Teacher Effectiveness Task Force. Two other individuals assisted the Department on the planning of a potential project to review Special Education policies and practices. The fourth individual was an arbitrator used to hear and decide Charter School tenure cases in accordance with NJAC 6A:11-6.

6. In an October 2011 letter to school district superintendents, the department announced the creation of seven regional achievement centers. In a related media report, it was suggested that the creation of these offices would not require a significant increase in funding, as the new offices would be staffed mostly by current department employees. The budget recommendations indicate that $1.7 million will be appropriated in FY 2013 to staff these offices.

• Question: For each office within the department from which at least one current employee is expected to transfer to a regional achievement center, please provide information regarding: 1) the total number of individuals that will transfer to the regional achievement center; 2) the number of employees that will remain in the affected office; and 3) the number of funded vacancies in the affected office. For each office, please describe how the office’s work may be affected by the reduced staffing level.

The Department is in the process of recruiting staff for the Regional Achievement Centers both from within and outside the Department. We envision this process extending into the summertime and therefore cannot answer this question. Once these selection processes are completed we will be able to determine the total number of individuals that will transfer to the Regional Achievement Centers as well as the number of employees who would remain in offices affected by the movement of staff. At that time we will also be able to describe how any office’s work would be impacted by these changes.

7. Language included in the appropriations acts for the past several years has provided authority for a supplemental appropriation to be made to support the costs of the State’s student-level database and other costs. In FY 2012, this authority was used to make a supplemental appropriation of $10.152 million, an increase of 35 percent over the prior year’s expenditure of $7.497 million.

• Question: Please describe changes that were made to the student-level database that necessitated the increased expenditure. What are the anticipated annual expenditures for the next three fiscal years?

In the last year, the statewide, student-level database has undergone development to meet the requirements detailed in the American Recovery and Reinvestment Act’s State Fiscal Stabilization Fund Plan of 2010. The system-development requirements include calculating student growth, connecting data to post-secondary enrollments and outcomes, creating the teacher-student link, and the collection of student-level transcript information including credits and grades earned. The anticipated expenditure for FY13 is similar to FY12 ($10.6 million). It is not possible to make projections beyond FY13 as an RFP process is underway to continue this work.
Discussion Points (Cont'd)

8. In its December 2007 report, A Formula for Success: All Children, All Communities, the department proposed the adoption of the census-based funding method of special education, by which districts receive funding based on the assumption that a fixed percent of students are eligible to receive special education services. A suggested benefit of this methodology is to avoid creating an incentive for districts to over-classify students as requiring special education services. The 2007 report proposed using a special education classification rate of 14.69 percent, based on the Statewide percent of students who were classified as receiving special education services at that time. The recently released Education Funding Report proposes using a nearly identical rate, 14.7 percent, based on the current percent of students Statewide who are classified as requiring special education services.

- **Question:** Given that the Statewide special education classification rate is essentially unchanged since the adoption of the census-based funding methodology, does the department continue to believe that a school district may over-classify special education students in situations in which special education aid is based on the actual number of special education students? If so, please explain the reasoning for this position. If not, please explain why the Education Funding Report did not propose a change to the method by which special education is accounted for in the school aid formula.

In the years prior to the SFRA, the Department saw consistent increases in the overall classification rate. This was, at least in part, attributed to the incentive to classify students in order to gain additional funding (as was the case under the former funding formula CEIFA), so the SFRA sought to decouple any incentive to over-classify students. This appears to have been a positive contributor to remediating this situation, as the statewide classification rate has remained nearly flat in the four years since the inception of the SFRA. Changes to the classification rate of students will not happen overnight, but it appears that the removal of any fiscal incentive to classify students has at least contributed to the leveling out of the consistent increases that occurred before the change made in the SFRA.

- **Question:** In the Education Funding Report, the department made a recommendation not to base State aid on a single-day enrollment count, in part, because such an approach creates the possibility of overfunding or underfunding districts as enrollment fluctuates throughout the year. Does the department have a similar concern regarding overfunding school districts that have a special education classification rate of less than 14.7 percent or underfunding districts with a classification rate greater than that threshold? If so, please discuss the department’s rationale for not addressing such concerns in its recommendations. If the department does not have such a concern, please discuss why that is the case.

The primary reason for the average daily attendance adjustment is to provide an incentive for districts to improve their attendance rates. Note that New Jersey is one of only 10 states remaining to rely on a single count day for enrollment.

9. In the Education Funding Report, the department recommends modifying the school funding law to provide aid to school districts based on the average daily attendance, rather than a single-day enrollment count as is done under current law. One suggested benefit of this approach would be to, "...encourage districts to focus on attendance, develop novel ways to
Discussion Points (Cont'd)

increase it – from swipe cards to track attendance to automatic text messages, e-mails, and voicemails when a student is truant - and, thereby, win back much needed instructional time for our State’s at-risk students."

- **Question:** Please describe the process used by the department to determine the methods currently used by school districts to address matters of student attendance and truancy. Please identify the most commonly used approaches and discuss why the department believes the examples cited in the Education Funding Report would be more successful at improving student attendance rates.

N.J.A.C. 6A:16-7.8 establishes district procedures for responding to student absences, as defined by each school district, which emphasize early intervention to avoid truancy and encourage attendance. The rules call for the following graduated interventions to prevent chronic absenteeism and truancy:

- For up to four cumulative unexcused absences, for each absence schools attempt to notify the parents, conduct an investigation, develop an action plan, and contact the Division of Youth and Family Services (DYFS) if a missing or abused child is detected and coordinate with law enforcement, as appropriate.

- For between five and nine unexcused absences, for each absence schools attempt to notify the parents, conduct a follow up investigation, evaluate and revise the action plan, as necessary, and coordinate with law enforcement and other authorities and agencies, as appropriate.

- For cumulative absences of 10 or more, the student, between the ages of six and 16 is truant, and schools refer the student to the appropriate court program (i.e., Municipal Court, Superior Court – Family Division) and notify and continue to consult with the parents and cooperate with law enforcement and other authorities and agencies, as appropriate.

Research has shown attendance rates have a significant impact on academic achievement. Further research provides best practice examples districts use in order to reduce truancy. The choice of which method to employ must be left to local discretion. There is no one-size-fits-all approach, as the type of remedy will vary based upon the reasons for truancy. The examples provided in the Education Funding Report are not intended as blanket recommendations for all districts. Rather, the Department would encourage districts to find solutions that best fit their own particular circumstances.

- **Question:** Since the enactment of the No Child Left Behind Act of 2001, schools have been accountable for student performance on a number of measures, including, for elementary schools, student attendance rates. Please explain why these measures have not provided sufficient incentives in the past for schools and districts to focus attention on student attendance rates and to adopt the types of approaches cited in the Education Funding Report.

Attendance rates in many schools are unacceptably low. Unlike the performance measures under the accountability regulations of NCLB, the recommendation for using Average Daily Attendance in the state aid funding formula provides an immediate and direct financial
Discussion Points (Cont’d)

incentive for districts to improve their attendance rates. In addition, this powerful incentive applies to all districts that receive state aid – not exclusively elementary districts.

10. Section 4 of P.L.2007, c.260 (C.18A:7F-46) provides that by September 1, 2010, and by September 1 every three years thereafter, the Governor, in consultation with the Commissioner of Education, must submit an Educational Adequacy Report to the Legislature. The report is to recommend changes to certain provisions in the school funding law to be in effect for the subsequent three fiscal years; the recommendations are to become effective unless the Legislature, by November 30 following the transmittal of the report, adopts a concurrent resolution disapproving of the report. On February 23, 2012, the Department released the Education Funding Report, which made recommendations regarding the parameters enumerated in section 4 of P.L.2007, c.260, as well as other factors not so enumerated.

• Question: For clarification, is it the department’s intent for the Education Funding Report to serve as the report required pursuant to section 4 of P.L.2007, c.260? If so: 1) please identify the recommendations in the report that the department would consider adopted in the absence of a concurrent resolution to the contrary being adopted by the Legislature, and 2) given that the timing of the report’s submission is not in accordance with timeframe specified in the statute, please indicate what the department considers to be the necessary timeframe for the Legislature to adopt a concurrent resolution disagreeing with any such recommendations.

The Education Funding Report is not intended to be the Educational Adequacy Report contemplated by the statute. The Report is intended to establish a rationale for certain changes to the SFRA and inform the legislative deliberations on education funding proposals.

11. The department promulgated regulations that limit the annual salary that a school district superintendent may earn, depending on the number of students in the district. These regulations have now been in effect for one year.

• Question: From the department’s perspective, what has been the impact to date of these regulations? Have the regulations led to increased turnover of school district superintendents? Are districts receiving fewer applications for, or taking more time to fill, superintendent vacancies?

The Department believes that the regulations have had a positive impact on limiting growth in administrative salaries and sending a clear message regarding the need for cost cutting to aid taxpayers in a tough economic environment. It is difficult to isolate the impact of the salary cap out of the many variables that impact an individual’s decision to leave, such as benefit charges and anticipated low wage growth overall in the job market. The Department has no data on the search process.
REQUEST FOR EMPLOYMENT OF SPECIAL SERVICES EMPLOYEE

Division Commissioner's Office
Office Commissioner's Office
Special Service Position No. 504272
Account No. 5067-100-330000-12
Rate of Pay For This Employee (Hourly, Daily) $2,500.00 per diem
Effective Date of Employment* 09/12/11
Termination Date of Employment 09/30/12
Hours Per Day
Days Per Week
No. of Weeks

Name Hanushak, Eric
Last First Middle Initial
Address
Street City State Zip Code
Social Security Number
Date of Birth**
Copy of Driver's License
Was this employee ever a member of PERS/TPAF?
State Pension No. ____________
Have you retired from this pension system?
TES Title Code 98035
Project Description

Personal Coordinator Date

* Candidate must bring social security card and sign up in Payroll on or before starting date.

** If under 18, candidate must obtain Promise of Employment from Payroll Office so he/she can obtain working papers prior to starting date.

BRIEF DESCRIPTION OF PROJECT AND DUTIES TO BE PERFORMED

To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula.

Telephone Locator File Data
Office Name and Location Commissioner's Office, Trenton, NJ
Office Telephone Number 609-292-4450

I understand that I will receive pay only for the time I work and that I will not receive any fringe benefits. I also understand that my actual hours worked cannot exceed 944 hours in any fiscal year.

Employee Signature Date

Director of Human Resources Date

COPY DISTRIBUTION: WHITE-Human Resources YELLO-ODivision PINK-Budget/Accounting
NEW JERSEY DEPARTMENT OF EDUCATION

SPECIAL SERVICES EMPLOYMENT AGREEMENT

Agreement made the 25th day of August 2011 between the New Jersey Department of Education (department) and Eric Hanushek (employee).

THE DEPARTMENT OF EDUCATION AND Eric Hanushek desire to enter into an agreement whereby the EMPLOYEE will perform certain professional services as a special services employee.

In consideration of the mutual promises in this agreement, the EMPLOYEE agrees to perform the professional services set forth in paragraph 1 with the standard of professional care and skill customarily provided in the performance of such services. In return, Department of Education agrees to pay the EMPLOYEE such amounts as are specified upon the following conditions:

1. You are hereby retained by the New Jersey Department of Education as a special services EMPLOYEE and shall perform the following services:

   To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula.

2. The period of your employment will be 09/12/11 through 06/30/12.

3. You will be paid at the rate of $2,500 per day, and the total fee to be paid by DOE to the EMPLOYEE for the services in paragraph 1 shall not exceed __________ and shall be paid for work actually performed or completed over the life of this agreement.

   Department of Education shall not be liable for any other costs or expenses in connection with EMPLOYEE'S work not detailed in paragraph 1. Any additional services beyond those set forth in paragraph 1 above shall be performed by the EMPLOYEE only after an agreement in writing between EMPLOYEE and Department of Education is executed:

4. The Department of Education reserves the right to suspend indefinitely or to terminate this contract and the services to be rendered by EMPLOYEE without cause at any time. In the event of such suspension or termination prior to completion of work set forth in paragraph 1 above, EMPLOYEE shall be liable for any other item or amount. Any such termination or suspension shall not affect the Department of Education or EMPLOYEE'S other obligations under the terms of this Agreement.
5. NOTICE OF ALL STATE VENDORS OR SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of the payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

6. This AGREEMENT constitutes the entire understanding between the Department of Education and EMPLOYEE. This agreement or any amendment shall not be binding unless executed in writing by Department of Education and EMPLOYEE.

7. This AGREEMENT shall be construed in accordance with the laws of the State of New Jersey.

8. If any provision of the AGREEMENT shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall remain the same.

9. The failure of either party to exercise any of its rights under this AGREEMENT for a breach thereof shall not be deemed a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach whether of the same provisions or otherwise.

This agreement has been duly executed by both parties.

[Signature]
EMPLOYEE

DATE
8/7/11

[Signature]
SOCIAL SECURITY OR TAX ID

DATE

[Signature]
PROGRAM DIRECTOR

DATE

[Signature]
EXEC. DIVISION DIR.

DATE
REQUEST FOR EMPLOYMENT OF SPECIAL SERVICES EMPLOYEE

Division Commissioner's Office
Office Commissioner's Office
Special Service Position No. 804272
Account No. 5067-100-330000-12
Rate of Pay For This Employee (Hourly, Daily) see below
Effective Date of Employment* 09/26/11
Termination Date of Employment 09/30/12
Hours Per Day
Days Per Week
No. of Weeks

Name Corcoran, Sean P.
Last First Middle Initial
Address 7-13 Washington Sq N #34B, New York, NY 10003
City State Zip Code
Social Security Number
Date of Birth** 12/18/1973
Copy of Driver's License
Was this employee ever a member of PERS/TPAF? No
State Pension No. (if applicable)
Have you retired from this pension system?
TES Title Code 96035
Project Description

Personnel Coordinator Date

* Candidate must bring social security card and sign up in Payroll on or before starting date.
** If under 18, candidate must obtain Promise of Employment from Payroll Office so he/she can obtain working papers prior to starting date.

BRIEF DESCRIPTION OF PROJECT AND DUTIES TO BE PERFORMED

To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula. The salary will be no more than $2,500.00 per day; if less then a full day (7 hours) is worked, only a prorated portion of the $2,500.00 will be paid.

Telephone Locator File Data
Office Name and Location Commissioner's Office, Trenton, NJ
Office Telephone Number 609-292-4400

I understand that I will receive pay only for the time I work and that I will not receive any fringe benefits. I also understand that my actual hours worked cannot exceed 944 hours in any fiscal year.

Employee Signature Date 9/26/11

Budget and Accounting Date 9/28/11

Assistant Commissioner/Division Head Date

Director of Human Resources Date 9/30/11

COPY DISTRIBUTION: WHITE-Human Resources YELLOW-Divison PINK-Budget/Accounting

09/26/11
NEW JERSEY DEPARTMENT OF EDUCATION

SPECIAL SERVICES EMPLOYMENT AGREEMENT

Agreement made the _________ day of September 2011 between the New Jersey Department of Education (department) and Sean Corcoran (employee).

THE DEPARTMENT OF EDUCATION AND Sean Corcoran desire to enter into an agreement whereby the EMPLOYEE will perform certain professional services as a special services employee.

In consideration of the mutual promises in this agreement, the EMPLOYEE agrees to perform the professional services set forth in paragraph 1 with the standard of professional care and skill customarily provided in the performance of such services. In return, Department of Education agrees to pay the EMPLOYEE such amounts as are specified upon the following conditions:

1. You are hereby retained by the New Jersey Department of Education as a special services EMPLOYEE and shall perform the following services:

   To study New Jersey’s School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula.

   The salary will be no more than $2,500.00 per day; if less then a full day (7 hours) is worked, only a prorated portion of the $2,500.00 will be paid.

2. The period of your employment will be _________ through _________.

3. You will be paid at the rate of _________, and the total fee to be paid by DOE to the EMPLOYEE for the services in paragraph 1 shall not exceed _________ and shall be paid for work actually performed or completed over the life of this agreement.

   Department of Education shall not be liable for any other costs or expenses in connection with EMPLOYEE’S work not detailed in paragraph 1. Any additional services beyond those set forth in paragraph 1 above shall be performed by the EMPLOYEE only after an agreement in writing between EMPLOYEE and Department of Education is executed.

4. The Department of Education reserves the right to suspend indefinitely or to terminate this contract and the services to be rendered by EMPLOYEE without cause at any time. In the event of such suspension or termination prior to completion of work set forth in paragraph 1 above, EMPLOYEE shall be liable for any other item or amount. Any such termination or suspension shall not affect the Department of Education or EMPLOYEE’S other obligations under the terms of this Agreement.
5 NOTICE OF ALL STATE VENDORS OR SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996 and not withstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of the payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

6. This AGREEMENT constitutes the entire understanding between the Department of Education and EMPLOYEE. This agreement or any amendment shall not be binding unless executed in writing by Department of Education and EMPLOYEE.

7. This AGREEMENT shall be construed in accordance with the laws of the State of New Jersey.

8. If any provision of the AGREEMENT shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall remain the same.

9. The failure of either party to exercise any of its rights under this AGREEMENT for a breach thereof shall not be deemed a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach whether of the same provisions or otherwise.

10. The EMPLOYEE recognizes that all records, information, data and materials that are received by the EMPLOYEE, and all copies made by the EMPLOYEE of these records, information, data and materials are and shall remain the property of the DEPARTMENT OF EDUCATION and shall be returned at the termination or expiration of this agreement or at the specific request of the DEPARTMENT OF EDUCATION.

11. The EMPLOYEE agrees to keep all such records, information, data and materials confidential. If the EMPLOYEE receives any pupil records while fulfilling his/her obligations pursuant to this agreement, the EMPLOYEE agrees to maintain their confidentiality pursuant to the dictates of Federal and State law including, but not limited to, 20 U.S.C. 1232g; N.J.S.A. 18A:36-19; N.J.A.C. 6A:32-7.1 et seq.

12. These confidentiality provisions apply in perpetuity.

13. In addition to safeguarding such records, information, data and materials, the EMPLOYEE agrees that any use of such confidential information for personal gain or any release, dissemination or publication of such information in the future by the EMPLOYEE will be considered a violation of this agreement unless approved in advance in writing by the Commissioner of Education.
14. The EMPLOYEE agrees and understands that the New Jersey Conflict of Interest laws, N.J.S.A. 52:13D, are applicable to the EMPLOYEE.

This agreement has been duly executed by both parties.

[Signature]

EMPLOYEE

DATE

9/26/11

SOCIAL SECURITY OR TAX ID

PROGRAM DIRECTOR

DATE

EXEC. DIVISION DIR.

DATE
REQUEST FOR EMPLOYMENT OF SPECIAL SERVICES EMPLOYEE

Division: Commissioner's Office
Office: Commissioner's Office
Special Service Position No.: 804272
Account No.: 5067-100-330000-12
Rate of Pay For This Employee (Hourly, Daily): see below
Effective Date of Employment: 09/26/11
Termination Date of Employment: 06/30/12
Hours Per Day
Days Per Week
No. of Weeks

Name: Loeb, Susanna
Address: Last Name: Ho, First: Susanna
Social Security Number
Date of Birth
Copy of Driver's License
Was this employee ever a member of PERS/TPAF?
State Pension No. (if applicable)
Have you retired from this pension system?
TES Title Code: 96035
Project Description

Personnel Coordinator Date

* Candidate must bring social security card and sign up in Payroll on or before starting date.

** If under 18, candidate must obtain Promise of Employment from Payroll Office so he/she can obtain working papers prior to starting date.

BRIEF DESCRIPTION OF PROJECT AND DUTIES TO BE PERFORMED

To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula. The salary will be no more than $2,500.00 per day; if less than a full day (7 hours) is worked, only a prorated portion of the $2,500.00 will be paid.

Telephone Locator File Data
Office Name and Location: Commissioner's Office, Trenton, NJ
Office Telephone Number: 609-292-4450

I understand that I will receive pay only for the time I work and that I will not receive any fringe benefits. I also understand that my actual hours worked cannot exceed 944 hours in any fiscal year.

Susanna Loeb
Employee Signature

9/22/2011

Date

Assistant Commissioner/Division Head

Date

COPY DISTRIBUTION: WHITE-Human Resources

YELLOW-Division
PINK-Budget/Accounting

09/23/11

Date

Director of Human Resources

9/28/11

Date

Budget and Accounting
NEW JERSEY DEPARTMENT OF EDUCATION

SPECIAL SERVICES EMPLOYMENT AGREEMENT

Agreement made the 22nd day of September 2011 between the New Jersey Department of Education (department) and Susanna Loeb (employee).

THE DEPARTMENT OF EDUCATION AND Susanna Loeb desire to enter into an agreement whereby the EMPLOYEE will perform certain professional services as a special services employee.

In consideration of the mutual promises in this agreement, the EMPLOYEE agrees to perform the professional services set forth in paragraph 1 with the standard of professional care and skill customarily provided in the performance of such services. In return, Department of Education agrees to pay the EMPLOYEE such amounts as are specified upon the following conditions:

1. You are hereby retained by the New Jersey Department of Education as a special services EMPLOYEE and shall perform the following services:

   To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula.

   The salary will be no more than $2,500.00 per day; if less then a full day (7 hours) is worked, only a prorated portion of the $2,500.00 will be paid.

2. The period of your employment will be 09/26/11 through 06/30/12.

3. You will be paid at the rate of see above, and the total fee to be paid by DOE to the EMPLOYEE for the services in paragraph 1 shall not exceed _______ and shall be paid for work actually performed or completed over the life of this agreement.

   Department of Education shall not be liable for any other costs or expenses in connection with EMPLOYEE'S work not detailed in paragraph 1. Any additional services beyond those set forth in paragraph 1 above shall be performed by the EMPLOYEE only after an agreement in writing between EMPLOYEE and Department of Education is executed:

4. The Department of Education reserves the right to suspend indefinitely or to terminate this contract and the services to be rendered by EMPLOYEE without cause at any time. In the event of such suspension or termination prior to completion of work set forth in paragraph 1 above, EMPLOYEE shall be liable for any other item or amount. Any such termination or suspension shall not affect the Department of Education or EMPLOYEE'S other obligations under the terms of this Agreement.
5 NOTICE OF ALL STATE VENDORS OR SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996 and not withstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of the payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

6. This AGREEMENT constitutes the entire understanding between the Department of Education and EMPLOYEE. This agreement or any amendment shall not be binding unless executed in writing by Department of Education and EMPLOYEE.

7. This AGREEMENT shall be construed in accordance with the laws of the State of New Jersey.

8. If any provision of the AGREEMENT shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall remain the same.

9. The failure of either party to exercise any of its rights under this AGREEMENT for a breach thereof shall not be deemed a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach whether of the same provisions or otherwise.

10. The EMPLOYEE recognizes that all records, information, data and materials that are received by the EMPLOYEE, and all copies made by the EMPLOYEE of these records, information, data and materials are and shall remain the property of the DEPARTMENT OF EDUCATION and shall be returned at the termination or expiration of this agreement or at the specific request of the DEPARTMENT OF EDUCATION.

11. The EMPLOYEE agrees to keep all such records, information, data and materials confidential. If the EMPLOYEE receives any pupil records while fulfilling his/her obligations pursuant to this agreement, the EMPLOYEE agrees to maintain their confidentiality pursuant to the dictates of Federal and State law including, but not limited to, 20 U.S.C. 1232g; N.J.S.A. 18A:36-19; N.J.A.C. 6A:32-7.1 et seq.

12. These confidentiality provisions apply in perpetuity.

13. In addition to safeguarding such records, information, data and materials, the EMPLOYEE agrees that any use of such confidential information for personal gain or any release, dissemination or publication of such information in the future by the EMPLOYEE will be considered a violation of this agreement unless approved in advance in writing by the Commissioner of Education.
14. The EMPLOYEE agrees and understands that the New Jersey Conflict of Interest laws, N.J.S.A. 52:13D, are applicable to the EMPLOYEE.

This agreement has been duly executed by both parties.

Susanna Loeb
9/22/2011

EMPLOYEE
DATE

SOCIAL SECURITY OR TAX ID

PROGRAM DIRECTOR
DATE

EXEC. DIVISION DIR.
DATE
REQUEST FOR EMPLOYMENT OF SPECIAL SERVICES EMPLOYEE

Division: Commissioner's Office
Office: Commissioner's Office

Special Service Position No. 804272
Account No.

Rate of Pay For This Employee
(Hourly, Daily) see below

Effective Date of Employment* 09/26/11

Termination Date of Employment 06/30/12

Hours Per Day
Days Per Week
No. of Weeks

Name: Rouse, Cecilia
Last
Meda Initial

Address: 21 Bainbridge St., Princeton, NJ 08540
Street
City
State
Zip Code

Social Security Number

Date of Birth** 12/18/1983

Copy of Driver's License

Was this employee ever a member of PERS/TPAF? No

State Pension No.

Have you retired from this pension system? (if applicable)

TES Title Code 98035

Project Description

Personnel Coordinator
Date

* Candidate must bring social security card and sign up in Payroll on or before starting date.

** If under 18, candidate must obtain Promise of Employment from Payroll Office so he/she can obtain working papers prior to starting date.

BRIEF DESCRIPTION OF PROJECT AND DUTIES TO BE PERFORMED:

To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula. The salary will be no more than $2,500.00 per day; if less than a full day (7 hours) is worked, only a prorated portion of the $2,500.00 will be paid.

Telephone Locator File Data
Office Name and Location: Commissioner's Office, Trenton, NJ
Office Telephone Number: 609-292-4450

I understand that I will receive pay only for the time I work and that I will not receive any fringe benefits.
I also understand that my actual hours worked cannot exceed 944 hours in any fiscal year.

Employee Signature 9/23/11
Date

Budget and Accounting 10/5/11
Date

Assistant Commissioner/Division Head
Date

Director of Human Resources
Date

COPY DISTRIBUTION: WHITE-Human Resources
YELLOW-Division
PINK-Budget/Accounting

ce6-02341
NEW JERSEY DEPARTMENT OF EDUCATION

SPECIAL SERVICES EMPLOYMENT AGREEMENT

Agreement made the 22nd day of September 2011 between the New Jersey Department of Education (department) and Cecilia Rouse (employee).

THE DEPARTMENT OF EDUCATION AND Cecilia Rouse desire to enter into an agreement whereby the EMPLOYEE will perform certain professional services as a special services employee.

In consideration of the mutual promises in this agreement, the EMPLOYEE agrees to perform the professional services set forth in paragraph 1 with the standard of professional care and skill customarily provided in the performance of such services. In return, Department of Education agrees to pay the EMPLOYEE such amounts as are specified upon the following conditions:

1. You are hereby retained by the New Jersey Department of Education as a special services EMPLOYEE and shall perform the following services:

   To study New Jersey's School Funding Reform Act funding formula, advise the Department of Education and the Commissioner on both the merits of and problems with that formula, and make recommendations to the Department and the Commissioner on how best to address any problems identified. You may also be called upon to assist with the research and drafting of an Educational Adequacy Report to be prepared by the Department of Education and submitted to the Governor and Legislature describing any proposed alterations to the school funding formula.

   The salary will be no more than $2,500.00 per day; if less than a full day (7 hours) is worked, only a prorated portion of the $2,500.00 will be paid.

2. The period of your employment will be 09/26/11 through 06/30/12.

3. You will be paid at the rate of see above, and the total fee to be paid by DOE to the EMPLOYEE for the services in paragraph 1 shall not exceed and shall be paid for work actually performed or completed over the life of this agreement.

Department of Education shall not be liable for any other costs or expenses in connection with EMPLOYEE’S work not detailed in paragraph 1. Any additional services beyond those set forth in paragraph 1 above shall be performed by the EMPLOYEE only after an agreement in writing between EMPLOYEE and Department of Education is executed:

4. The Department of Education reserves the right to suspend indefinitely or to terminate this contract and the services to be rendered by EMPLOYEE without cause at any time. In the event of such suspension or termination prior to completion of work set forth in paragraph 1 above, EMPLOYEE shall be liable for any other item or amount. Any such termination or suspension shall not affect the Department of Education or EMPLOYEE’S other obligations under the terms of this Agreement.
14. The EMPLOYEE agrees and understands that the New Jersey Conflict of Interest laws, N.J.S.A. 52:13D, are applicable to the EMPLOYEE.

This agreement has been duly executed by both parties.

[Signature] 9/23/11
EMPLOYEE  DATE

______________________________
SOCIAL SECURITY OR TAX ID #

______________________________
PROGRAM DIRECTOR  DATE

______________________________
EXEC. DIVISION DIR.  DATE
REQUEST FOR EMPLOYMENT OF SPECIAL SERVICES EMPLOYEE

Division: Commissioner's Office
Office: Special Service Position No: 804272
Account No: 5967-100-330000-12
Rate of Pay For This Employee: $1,000.00 per diem
Effective Date of Employment: July 1, 2011
Termination Date of Employment: June 30, 2012
Hours Per Day:
Days Per Week:
No. of Weeks:

Name: Willis, Jason D.
Address: 6380 Dana Court, Pleasanton, CA 94588
Social Security Number: 123-45-6789
Date of Birth: 01/01/1980
Copy of Driver's License:
Was this employee ever a member of PERS/TPAF? Yes
State Pension No.:
Have you retired from this pension system? No
TES Title Code: 96035
Project Description:

* Candidate must bring social security card and sign up in Payroll on or before starting date.
** If under 18, candidate must obtain Promise of Employment from Payroll Office so he/she can obtain working papers prior to starting date.

BRIEF DESCRIPTION OF PROJECT AND DUTIES TO BE PERFORMED
Assist with the design and building of a functioning, mini-database of educational data for school districts and schools in the State of New Jersey.

Telephone Locator File Data
Office Name and Location: Commissioner's Office, Trenton, NJ
Office Telephone Number: 609-292-4450

I understand that I will receive pay only for the time I work and that I will not receive any fringe benefits. I also understand that my actual hours worked cannot exceed 944 hours in any fiscal year.

Employee Signature: ___________________________ Date: 6/1/2011

Director of Human Resources: ___________________________ Date: 6/1/2011

COPY DISTRIBUTION: WHITE-Human Resources  YELLOW-Division  PINK-Budget/Accounting
NEW JERSEY DEPARTMENT OF EDUCATION

SPECIAL SERVICES EMPLOYMENT AGREEMENT

Agreement made the 2nd day of June 2011 between the New Jersey Department of Education (department) and Jason Willis (employee).

THE DEPARTMENT OF EDUCATION AND Jason Willis desire to enter into an agreement whereby the EMPLOYEE will perform certain professional services as a special services employee.

In consideration of the mutual promises in this agreement, the EMPLOYEE agrees to perform the professional services set forth in paragraph 1 with the standard of professional care and skill customarily provided in the performance of such services. In return, Department of Education agrees to pay the EMPLOYEE such amounts as are specified upon the following conditions:

1. You are hereby retained by the New Jersey Department of Education as a special services EMPLOYEE and shall perform the following services:

   Assist with the design and building of a functioning, mini-database of educational data for school districts and schools in the State of New Jersey.

2. The period of your employment will be July 1, 2011 through June 30, 2012.

3. You will be paid at the rate of $1,000 per day, and the total fee to be paid by DOE to the EMPLOYEE for the services in paragraph 1 shall not exceed _______ and shall be paid for work actually performed or completed over the life of this agreement.

   Department of Education shall not be liable for any other costs or expenses in connection with EMPLOYEE'S work not detailed in paragraph 1. Any additional services beyond those set forth in paragraph 1 above shall be performed by the EMPLOYEE only after an agreement in writing between EMPLOYEE and Department of Education is executed:

4. The Department of Education reserves the right to suspend indefinitely or to terminate this contract and the services to be rendered by EMPLOYEE without cause at any time. In the event of such suspension or termination prior to completion of work set forth in paragraph 1 above, EMPLOYEE shall be liable for any other item or amount. Any such termination or suspension shall not affect the Department of Education or EMPLOYEE'S other obligations under the terms of this Agreement.
5. NOTICE OF ALL STATE VENDORS OR SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996 and not withstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of the payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

6. This AGREEMENT constitutes the entire understanding between the Department of Education and EMPLOYEE. This agreement or any amendment shall not be binding unless executed in writing by Department of Education and EMPLOYEE.

7. This AGREEMENT shall be construed in accordance with the laws of the State of New Jersey.

8. If any provision of the AGREEMENT shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall remain the same.

9. The failure of either party to exercise any of its rights under this AGREEMENT for a breach thereof shall not be deemed a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach whether of the same provisions or otherwise.

This agreement has been duly executed by both parties.

[Signatures]

PROGRAM DIRECTOR

DATE

EXEC. DIVISION DIR.

DATE

SPECIAL SECURITY OR TAX ID S