

**Union County Educational Services Commission
45 Cardinal Drive
Westfield, New Jersey 07090**

**TUITION AGREEMENT FOR HOME INSTRUCTION
TRINITAS REGIONAL MEDICAL CENTER
2022 - 2023**

THIS AGREEMENT (the "Agreement") made as of this _____ day of _____
(the "Execution Date"),

BETWEEN: the _____ Board of Education, located at _____
(Hereinafter "Local District")

and

Union County Educational Services Commission of 45 Cardinal Drive Westfield, New Jersey 07090
(Hereinafter "UCESC")

For and in consideration of the terms and conditions herein, the parties hereto mutually agree as follows:

1. UCESC agrees to provide a program of hourly home instruction at the request of the Local District for students at Trinitas Regional Medical Center from **September 1, 2022 to June 30, 2023**.
2. The hourly home instruction will begin as soon as UCESC receives a completed copy of our **Request for Home Instruction Form** signed by a designee of the sending school district.
3. Said instruction shall be provided on site at Trinitas Regional Medical Center in Elizabeth, NJ.
4. Said instruction shall be provided on a one-to-one basis by appropriately certificated teachers for up to five hours per week (general education) or ten hours per week (special education) on no fewer than three separate days of the week in accordance with N.J.A.C. 6A:16-10.1.
5. UCESC will coordinate with the Local District to ensure that instruction is aligned to the New Jersey Student Learning Standards and the Individualized Education Plans (IEPs) developed for students with disabilities.
6. The Local District will be billed at the rate of **\$71.00 per hour**.
7. UCESC will provide the Local District with a monthly tuition bill that includes appropriate student identification and the total number of days the student was enrolled and total number of days the student was present for instruction each month.
8. UCESC will provide the Local District with a report of academic progress on a monthly basis.
9. UCESC maintains no responsibility for the administration of statewide assessments to students enrolled in the home instruction program.
10. In the event of a teacher absence, UCESC will make reasonable efforts to identify an appropriate substitute teacher but cannot guarantee coverage. The Local District will not be billed for days when services are not provided due to teacher absence.

11. UCESC and/or its contracted instructors maintain no responsibility for supervising students enrolled in the home instruction program during times occurring outside of the approved instructional schedule.
12. It is agreed and understood that UCESC maintains no responsibility for providing additional services, including but not limited to nursing services, one-to-one aides, assistive technology, and/or therapies for students enrolled in the home instruction whom require such services. The Local District is responsible for providing all services required beyond home instruction.
13. Either party may terminate this agreement by providing the other party with 60 days written notice of their intent to terminate the agreement. In the event the Local District fails to submit tuition payment within thirty (30) days of its receipt of the bill for services, UCESC maintains the right to discontinue services.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly authorized, executed and delivered as of the date set forth on this _____ day of _____.

Union County Educational Services Commission

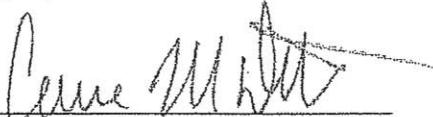
Sending School District Representative

Name: Carrie Dattilo

Name: _____

Title: Superintendent

Title: _____

Signature: 

Signature: _____

Revision Date: July, 2022

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between Union County Educational Services Commission, Trinitas Hospital – Home-Based Instruction Program, with offices at 45 Cardinal Drive, Westfield, NJ 07090, and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

I. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as “Pass the Trash”, the “PTT Law”), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a “claims made basis” for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Two Million Dollars (\$3,000,000.00) per occurrence.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Billing and Payment of Personnel.

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall forward to Board an itemized bill on a monthly unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the fees set forth in the attached Agreement. **There shall be no change rates for the 2022-2023 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five (5) days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

VII. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*

- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

VIII. Public Contracting Requirements

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- C. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.

- B. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. **Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document conflict with the terms of the Rider, this Rider takes precedence.**
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon , Business Administrator/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Josh Bornstein, Director
Union County Educational Services Commission
Westfield, NJ 07090

SIGNATURES ON NEXT PAGE

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____