

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Gerald Benaquista
CC: Julia Vicidomini, Diane Cappiello, Elizabeth Esposito
FROM: Kim Conti
RE: Board Agenda
ACCT: 11-150-100-320-01-19 Ext 7693
DATE: February 2, 2021

Approve the Union County Educational Services Commission (UCESC) to provide home instruction to students hospitalized at Trinitas for the 2020-2021 school year. This is on an as needed basis, and in accordance with the information provided to the Board of Education.

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

**TUITION AGREEMENT FOR HOME INSTRUCTION
TRINITAS REGIONAL MEDICAL CENTER
2020 - 2021**

THIS AGREEMENT (the "Agreement") made as of this 21st day of January, 2021 (the "Execution Date"),
BETWEEN: the **Township of Union Board of Education**, located at 2369 Morris Avenue, Union, New Jersey
07083 (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, 2020 to June 30, 2021.
2. Said instruction shall be provided on site at Trinitas Regional Medical Center in Elizabeth, NJ.
3. Said instruction shall be provided on a one-to-one basis by appropriately certificated teachers for no fewer than 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.
4. 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.
5. The Local District will be billed at the rate of \$70.00 per hour.
6. 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.
7. UCESC will provide the Local District with a report of academic progress on a monthly basis.
8. UCESC maintains no responsibility for the administration of statewide assessments to students enrolled in the home instruction program.

9. 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.
10. 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.
11. 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.
12. Either party may terminate this agreement by providing the other party with sixty (60) days written notice of their intent to terminate the agreement. In the event the Local District fails to submit tuition payment within sixty (60) days of its receipt of the bill for services, UCESC maintains the right to discontinue services.
13. UCESC agrees to maintain confidentiality of student records in accordance with HIPPA and/or any other applicable federal law and regulations.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly authorized, executed and delivered as of the date set forth on this 21st day of January 2021

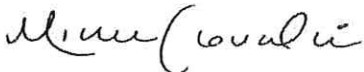
Student Name: _____ **Date of Birth:** _____

Billing Rate: _____ \$70.00/hour

Union County Educational Services Commission

Name: Michael J. Kowalski

Title: Acting Superintendent

Signature: 

Local District Board of Education

Name: _____

Title: _____

Signature: _____

Revision Date: August, 2020

Township of Union Public Schools

Manuel E. Vieira
School Business Administrator/Board Secretary

**COMPLIANCE WITH STATE HEALTH & SAFETY REQUIREMENTS
ACKNOWLEDGEMENT FORM**

2020-2021 Academic Year

September 18, 2020

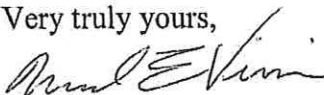
To whom it may concern:

The Board requires that you acknowledge the following terms that reflect the current health crisis:

The Board anticipates that the State and Center for Disease Control ("CDC") will continue to issue directives and guidelines concerning steps that must be taken by all organizations, schools, vendors and/or professionals contracted by the Board to safeguard and preserve the health and safety when working with students and staff. These steps may include, without limitation, wearing masks, sanitizing, screening and social distancing measures. The Board requires that all vendors, outside agencies, and professionals contracted by the Board who have contact with or work directly with students and staff from the Township of Union School District ("District") confirm that they will abide by and implement all health and safety requirements of the States and CDC as applicable.

In the space provided below, please indicate your acknowledgement of and agreement to the above terms as being fully integrated into your Agreement with the District.

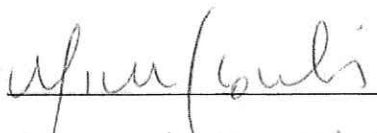
Very truly yours,



Manuel Vieira
School Business Administrator/Board Secretary

_____ [insert name of school]

I, MICHAEL KOWALSKI, ACTING Superintendent (name and title), having full authority to bind UNION COUNTY ESC (name of school), have read the above terms and acknowledge and agree to them as being fully integrated into the 2020-2021 Agreement executed with the District.

Signed: 
MICHAEL KOWALSKI
(Print Name and Title)

Dated: 1/21, 2020

**AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
UNION COUNTY EDUCATIONAL SERVICES COMMISSION (UCESC)**

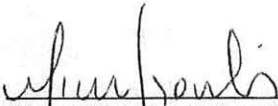
This addendum to the Contract is entered into between the Township of Union Board of Education ("Board") and Union County Educational Services Commission ("UCESC") on this **21st Day of January, 2021**.

In consideration of the mutual promises, covenants, and agreements contained in the Contract, parties agree as follows:

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, **Union County Educational Services Commission** hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. **Union County Educational Services Commission** agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, **Union County Educational Services Commission** shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13., to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written above.

 1/21/21

Union County Educational Services Commission
Michael J. Kowalski
Acting Superintendent

Township of Union Board of Education