

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

TO: Gregory Tatum

C: Diane Cappiello
Julia Vicidomini

FROM: Latesha Jenkins 

RE: Board Agenda

DATE: 5/1/2019

Approve teachers employed through Professional Education Services, 34 South Delsea Drive, Glassboro, NJ 08028, to provide bedside instruction for district students on an "as needed" basis for the school year 2019-2020 in the amount not to exceed \$15,000.00 in accordance with the information in the hands of each board member.
(7693-11-150-100-320-01-19)



Professional Education Services, Inc.

March 25, 2019

34 S. Delsea Drive
Suite 1
Glassboro, NJ 08028

Phone (856) 863-1100
Fax (856) 863-2800

Hamilton School
Ms. Latesha Jenkins
Supervisor of Special Services
1231 Burnet Avenue
Union, NJ 07083

Dear Ms. Jenkins:

Professional Education Services, Inc. provides your students with homebound services during their affiliation with one or more of the following treatment facilities:

• NJ STATE DEPARTMENT
OF EDUCATION
APPROVED AGENCY

• TUTORING
All Subjects & Grades

• HOMEBOUND
INSTRUCTION

• STUDY SKILLS

• TEST PREPARATION

• SUMMER CREDIT
COMPLETION

• CHILD STUDY TEAM
EVALUATIONS

• COUNSELING
Personal & Vocational

• TEACHER IN-SERVICE

- Penn Medicine Princeton House Behavioral Health, Hamilton/Moorestown/North Brunswick/Princeton, NJ
- High Focus Centers, Branchburg/Cherry Hill/Cranford/Freehold/Lawrenceville/Paramus/Parsippany, NJ
- C.A.R.E.S. Program, St. Francis Medical Center, Trenton, NJ
- Inspira Health Centers of Bridgeton/Elmer, NJ

I have enclosed two copies of a Home Instruction Services Agreement for the 2019-2020 school year. Once executed, this board resolved, year-long agreement will ensure Professional Education Services, Inc.'s contracting certified teachers' criminal history review approvals will remain current as per the State guidelines. Professional Education Services, Inc. will continue to notify your district and seek approval for homebound students on an individual basis.

Also as part of the compliance regulations, attached are the approved Criminal History Review letters for the teachers who may come in contact with your students. An "Agreement of Acceptance" form has also been included. If you accept these approval letters for your files, please check the appropriate box and return it to Professional Education Services, Inc. Should you require the teachers to be approved through your district, please check the indicated box and return it to Professional Education Services, Inc. with the necessary forms for submission.

We are committed to total compliance with the updated directives and greatly appreciate your help with this matter.

Sincerely,

Nicole F. Lombardo
Director

Attachments: Home Instruction Services Agreement
Agreement of Acceptance
Criminal History Review Letters

**HOME INSTRUCTION SERVICES AGREEMENT
SCHOOL YEAR 2019- 2020**

A. Pursuant to official action taken at the meeting of the Board of Education of the Union Township School District in County of Union.

1. Said Board of Education agrees that Professional Education Services, Inc. shall provide home instruction services to students attending or enrolled at the following facilities:

Penn Medicine Princeton House Behavioral Health

High Focus Centers

2. The terms of the Agreement shall be in effect from September 1, 2019 through June 30, 2020.

B. BILLING AND PAYMENT

1. Said Board of Education agrees to reimburse Professional Education Services, Inc. at the District's current homebound rate of \$40.92 per hour. The number of billable hours per week will be determined by the District.
2. Prior to instructing a student, Professional Education Services, Inc. will secure appropriate authorization from the specified District representative.

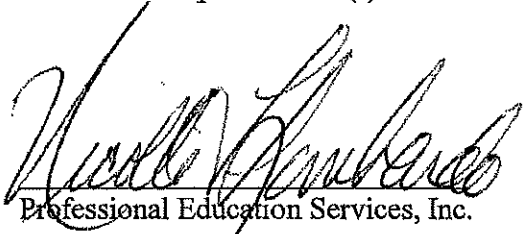
C. SERVICES

Professional Education Services, Inc. will contract appropriately certified teachers to provide homebound services to eligible students legally residing within the District.

1. Professional Education Services, Inc. will contact appropriate school personnel to obtain academic materials and subsequently submit them the completed materials with grades upon each student's completion of the program.

Professional Education Services, Inc. will assist the Union Township School District in meeting all State required guidelines, policies, and procedures regarding homebound services.

Authorized Representative(s) of Professional Education Services, Inc.


Professional Education Services, Inc. 3 26 19
Date

Union Township School District Board of Education

Board of Education / /
Date

ADDENDUM
TO
AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
Professional Educational Services, Inc. (PESI)

This Addendum to the Contract Bedside Instruction is entered into between the Township of Union Board of Education ("Board") and Professional Educational Services, Inc. (PESI) on this 11 day of February, 2019.

In consideration of the mutual promises, covenants, and agreements contained in the Contract Bedside Instruction, 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, Professional Educational Services, Inc. (PESI) hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. The [COMPANY] agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the Professional Educational Services, Inc. (PESI) 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 above written.

By:

Michael J. Richards 2-11-19
