

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

TO: Gerald Benaquista
C: Elizabeth Esposito, Diane Cappiello
FROM: Joseph Seugling
RE: Board Agenda
DATE: 2021-03-10

Approve teachers employed through Silvergate Prep to provide bedside instruction for District students at the rates of \$50.00 per hour. This will be on an "as needed" basis for the 2020-2021 school year, and is not to exceed \$2,000.00, in accordance with the information in the hands of each Board member.

[Account #7693/11-150-100-320-01-19].

ADDENDUM TO THE 2020-2021 SILVERGATE PREP HOME BOUND INSTRUCTION AGREEMENT

THIS ADDENDUM (the "Addendum") to the Silvergate Prep Home Bound Instruction Agreement (the "Agreement") is entered into on this 17TH day of MARCH, 2021 between Union Township Board of Education ("Board") for the Union Township Public School District ("District"), located at 2369 Morris Avenue, Union, New Jersey and Silvergate Preparatory School, located at 19 Finderne Avenue, Third Floor, Bridgewater, New Jersey 08807 ("Silvergate").

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

Term of Agreement

The term of the Agreement shall commence on the 1 day of JANUARY 2021 and shall continue until the expiration of the school year on or about June 30, 2021.

Renewal

The Agreement may, by mutual agreement, be renewed on a school-year-to-school-year basis, not to exceed four (4) successive years.

Termination

Either party may terminate the Agreement by providing at least sixty (60) days prior written notice to the other party of such party's intention to terminate the Agreement.

Confidentiality of Records

Silvergate agrees that all knowledge and information that it receives from the Board or by virtue of providing the services under and pursuant to the Agreement, relating to the student, shall for all purposes be regarded as strictly confidential and held by Silvergate in confidence and shall not be disclosed by Silvergate to any person whatsoever except to the Board or with the Board's prior written permission in accordance with all applicable Board policies and regulations, as well as, Federal and State statutes and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99. The parties each agree to observe the requirements of any applicable privilege and statutory or other duty of confidentiality to assist each other in obtaining any necessary waivers or consents to disclosure, and not to require disclosure of records or information by the other which might constitute a breach of privilege or duty or involve any offense or violation.

Compliance and Applicable Law

The parties are, and at all times shall be, in compliance with all laws, including, without limitation, (i) all applicable requirements of the Health Insurance Portability Act of 1996 and its related regulations (HIPPA), including any and all requirements regarding privacy and security of health information; and (ii) New Jersey Administrative Code (N.J.A.C.) 6A:14 (Special Education);

Individuals with Disabilities Education Improvement Act 2004 (IDEA); N.J.A.C. 6A:32-7.3 et seq. (Student Records); Section 504 of the Rehabilitation Act of 1973; New Jersey Statutes Annotated (N.J.S.A.) 18A:46A-1 et seq. (Chapter 192, Laws of 1977); N.J.S.A. 18A:46-19.1 et seq. (Chapter 193, Laws of 1977); N.J.S.A. 18A:6-7.6 through 7.13 (Pass the Trash); N.J.A.C. 6A:9 (Professional Licensure and Standards); and N.J. Department of Law and Public Safety statutes and regulations governing licensed occupations. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to carry out the terms of the Agreement.

Indemnification

Silvergate agrees to indemnify, defend and hold harmless the Board, and its directors, officers and agents from and against any and all claims, actions, or liabilities which may be asserted against them in connection with the negligent performance of Silvergate, its directors, officers, employees or agents under the Agreement.

Insurance

Silvergate agrees to maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under the Agreement in an amount generally considered standard in the industry. Silvergate will forward a copy of its professional liability insurance certificate to the Board prior to execution of this Agreement and will give prompt written notice of any material change in coverage.

Governing Law: Jurisdiction

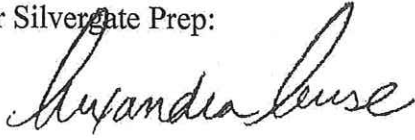
The Agreement shall be governed by and construed in accordance with applicable provisions of New Jersey law without regard to its conflict of law principles, and each party hereby consents to the exclusive jurisdiction of the state and federal courts located in New Jersey for purposes of all actions commenced to construe or enforce this Agreement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts located in the State of New Jersey, or, if such courts do not have subject matter jurisdiction, the state courts of the State of New Jersey located in the County of Union, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Independent Contractor Relationship.

Silvergate shall perform its services as an independent contractor, and the Agreement and this Addendum shall not be construed to create between the parties the relationship of principal and agent, joint-venturers, co-partners, employer and employee, or any other similar relationship, the existence of which is expressly denied by each party.

IN WITNESS THEREOF, the Board and Silvergate have caused this Addendum to the Agreement to be executed on the 17 day of MARCH 2021

For Silvergate Prep:



Signature

ALEXANDRA ARNESE
Name

EDUCATIONAL DIRECTOR
Title

3-17-2021
Date

For Township of Union Board of Education:

Signature

Name

Title

Date



Homebound Instruction Agreement

Date: 3-9-2021

To: Union Township
Attn: Ms. Claire Weber
From: Alexandra Arnese, Educational Director

This is the **2020-2021** Silvergate Prep Homebound Instruction Agreement

Billing is \$50 per hour for a total of 10 hours per week - Length of stay is expected to extend greater than 10 school days at an estimated length of stay of 30 days.

At the end of each week, student work will be provided to the school. A weekly itemized bill detailing the instructional hours will be sent to the district finance department.

Educational Services, billing and payments will be handled through Silvergate Prep (New Jersey Approved Provider Code 35 6035 160). If there is additional information you require, please contact **Felicia Rembert @ frembert@silvergateprep.com** . Thank you for your assistance.

School District:

Silvergate Prep:

Signature

Signature

Name

Name

Title

Title

Date

Date



Billing:

Silvergate Prep will provide a weekly detailed invoice to the school district based on the school district's rules (hours approved per child, cost per hour, invoicing process, etc.). Payment is expected within 60 days of receipt of invoice upon approval of the Board. Payments should be made payable to Silvergate Prep. Silvergate Prep pays each certified teacher directly.

Services Offered :

Students assigned to Silvergate Prep receive direct instruction by a NJ certified teacher.

Contract:

THERE IS NO REQUIRED MINIMUM CONTRACT WITH THE SCHOOL DISTRICT. Silvergate Prep will work with one student or 100 students. Since we do not require a minimum amount of hours, there are no risks to utilizing our program.

Contact:

Felicia Rembert
Operations Administrator
Office: 908-801-6700 Ext. 6101
Email: Frembert@silvergateprep.com