

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

TO: Dr. Scott Taylor

C: Gerald Benaquista, Yolanda Koon, Kim Conti, Julia Vicidomini, Diane Cappiello FROM:

Joseph Seugling

RE: Board Agenda

DATE: 2021-08-02

Approve the Union County Educational Services Commission (UCESC) to provide home instruction to students hospitalized at Trinitas for the 2021-2022 school year (this is on an as needed basis), not to exceed the amount of \$15,000.00, in accordance with the information in the hands of each Board member.

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



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

TUITION AGREEMENT FOR HOME INSTRUCTION  
TRINITAS REGIONAL MEDICAL CENTER  
2021 - 2022

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, 2021 to June 30, 2022.
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 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.
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 \$70.00 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: Michael J. Kowalski

Name: \_\_\_\_\_

Title: Acting Superintendent

Title: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Revision Date: July, 2021