UNION COUNTY EDUCATIONAL SERVICES COMMISSION

2026-2027
RATES AND OTHER SERVICES AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2026, between the Union County Educational Services Commission ("the Commission") and the **Union** Board of Education, County of Union, State of New Jersey ("the Board").

WHEREAS, the Board lacks the necessary facilities for the provision of a suitable program for the 2026-2027 school year for certain classified students as provided for in the New Jersey Administrative Code Title 6 and Title 18A of the New Jersey Statutes, and;

WHEREAS, the Commission has established suitable classes which provide an educational program for students classified as such and has maintained the necessary facilities to engage in such an educational program,

NOW THEREFORE, in consideration of the promises and of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties hereto that:

1. The Commission shall provide a suitable educational program in accordance with procedure and regulations established by the New Jersey Commissioner of Education and the New Jersey State Board of Education, for those classified students who shall be referred to them by the Board;

2. The Board, as consideration for such an educational program shall pay tuition fees of:

2026-2027 SCHOOL YEAR	**TUITION**
WESTLAKE SCHOOL	
MULTIPLY DISABLED PROGRAM	
Elementary/Middle Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP.	$63,250
High School Programs Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is structured Learning Experience-Work Readiness Programs in the community.	$63,720
AUTISTIC PROGRAM	
Elementary/Middle Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is structured Learning Experience-Work Readiness Programs in the community.	$88,520
High School Programs Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is rigorous community based Work Readiness Programs.	$89,180
HALF-DAY SHARED PROGRAM – Ages 16-21 Focus on Vocational and Life Skills development	$41,375

HALF-DAY SHARED PERSONAL AIDE	$36,525

CROSSROADS SCHOOL AUTISTIC PROGRAM – (Pre School/Elementary/Middle School Programs) Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP.	$88,520

LAMBERTS MILL ACADEMY BEHAVIORAL DISABILITIES PROGRAM – (Middle School/High School Programs) Collaborative partnership with Trinitas Hospital Student Behavioral Health providing psycho-therapeutic services in an educational setting Tuition rates inclusive of: One individual counseling session per week Five group counseling sessions per week; On call counseling daily Psychiatric Intervention Services – Available for psychiatric evaluations, consultations, and medication management Speech Therapy	$71,075
POST SECONDARY PROGRAM FOR 5TH YEAR STUDENTS Emphasis on work readiness and college preparatory skills integrated in a therapeutic education environment	$71,075
HALF DAY SHARED PROGRAM	$35,540
NEW POINT SPECIALTY PROGRAM/NEW DAY PROGRAM (ages 13-21) BEHAVIORAL DISABILITIES PROGRAM Collaborative partnership with Trinitas Hospital Behavioral Health providing an educational program in an intensive behavioral therapeutic setting. Services provided as full day classroom model on unit or at Lamberts Mill Academy for qualified students.	$71,075

Transition Services Department **WORK READINESS ACADEMY** Comprehensive Transition Program for students with disabilities ages 17-21 focused on developing work readiness skills. Students attend Structured Learning Experiences (SLEs) in the community three days per week and receive classroom-based skill instruction one day per week at our center in Westfield, NJ. Students also develop person-centered post-secondary plans and independent living skills. The program takes weekly trips into the community including visits to a local fitness center to exercise.	Full-Time $69,550 Shared Time Tuition prorated based on participation
Transition Services Department **Project SEARCH at Overlook Medical Center** A one year, immersion-based internship program that takes place entirely inside a major hospital in Union County. Students rotate through three different internship experiences on-site at the hospital where they learn and practice transferrable job skills. This application-based training program is designed for students with developmental disabilities including Autism. Students must agree that their participation in the program would mean it will be their final year of the high school entitlement and be willing to accept a diploma at the completion of the program. Accepted students receive intensive training on the use of public transportation to get to and from the hospital.	$58,015
Contracted SLE Services UCESC's Transition Services department partners with local school districts to provide contracted Structured Learning Experience (SLE) programs. These services include: establishing relationships with local businesses, developing internship experiences, securing the appropriate paperwork and liability insurance for the program, transporting students to and from the SLE sites, providing a trained support professional on-site with each student, and providing ongoing SLE supervision by a trained and certified Special Education teacher.	Rates vary based on a district's needs. Individual contracts are developed after consultation with the district.

PERSONAL AIDE FOR WESTLAKE SCHOOL, CROSSROADS SCHOOL, LAMBERTS MILL ACADEMY, OR TRANSITION SERVICES	$58,630

RELATED SERVICES for WESTLAKE SCHOOL, CROSSROADS, LAMBERTS MILL ACADEMY AND WORK READINESS PROGRAM *(30 minute sessions)* Physical Therapy *(OT & Speech Therapy included in Tuition)*	$90/session

NONPUBLIC SERVICES	
Chapters 192/193, Title 1, Nursing, Technology *	All services funded from State/Federal entitlement
Technology	5% Administrative Charge
Nursing	6% Administrative Charge
Textbooks	10% Administration Charge (not funded from entitlement)
Security Aid	12% Administration Charge (not funded from entitlement)
Non-Public IDEA Services: NP Teacher	$125/hr.
Speech/Language Therapist	$125/hr.
OT/PT Therapy Services	$104/30 min session
Paraprofessional	$50/hr.
Service Charge for Ordering Products	6% Funded From Grant

TRANSPORTATION	
Special Education, Public, Non-Public, and Vocational School transportation for participating districts	5% surcharge: Contract and Aide

HOSPITAL SERVICES TRINITAS HOSPITAL Behavioral Unit - Bedside Instruction New Point Specialty Residential Education Program/New Day Program – services provided as full day classroom model on unit or at Lamberts Mill Academy for qualified students.	 $80/hour $71,075/pupil

ENVIRONMENTAL SAFETY PROGRAMS Available Programs: Right to Know Training, Bloodborne Pathogens, Public Employees Occupational Safety and Health (PEOSHA)	15% Administrative Charge

ESY RATES FOR 2026 (June 29 – August 7, 2026 Closed 7/3)	
WESTLAKE SCHOOL - MULTIPLY DISABLED PROGRAM WESTLAKE SCHOOL- AUTISTIC PROGRAM	$7,460 $10,310
CROSSROADS SCHOOL	$10,310
LAMBERTS MILL ACADEMY	$11,760
NEW POINT SPECIALTY RESIDENTIAL TREATMENT FACILITY/NEW DAY PROGRAM	$11,760
PERSONAL AIDE FOR WESTLAKE SCHOOL, CROSSROADS, LAMBERTS MILL ACADEMY , OR TRANSITION SERVICES	$4,500
WORK READINESS TRAINING PROGRAM Half-day program Full-day program	 $5,940 $11,115

Service	Description	Fee
Public and Charter School Services Menu		
Child Study Team Evaluations		
Child Study Team Evaluation (Standard) with written report & protocols		$420/standard evaluation
Educational	*WJ IV Ach subtests 1- 13 (or equivalent)*	$420
Psychological	*Standard Wechsler Battery subtests 1-10 (or equivalent)*	$420
Social History	*Full Social History Narrative Report*	$420
Speech/Language Evaluation	*Includes 2 appropriate speech/language evaluations; one of which will be comprehensive*	$420
Articulation ***OR*** Fluency Only Evaluation	*Single/appropriate articulation and/or fluency evaluation & written report*	$125/evaluation
Occupational or Physical Therapy Evaluation	Includes standard Evaluation based on needs plus written report.	$420
Augmentative and Alternative Communication/Assistive Technology Evaluation	*Includes full evaluation with recommendations & up to 1 hour of training for treating SLP for individual student AAC/AT needs. (Inclusive of classroom observation, consultation with appropriate team members NTE 2 hours.)*	$850
Child Study Team Additional Evaluations		
Addition of Oral Language to the WJIV		$75 additional
Other additional Subtests to WJ or Wechsler		$75 additional
Additional Supplemental Educational, Speech or Psychological Evaluation	*Add on to standard evaluation report*	$300 additional
Spanish Bilingual Educational or Psychological Standard Evaluation		$525/evaluation
CST Review of Records and or review and accept outside evaluations plus written report		$75/report
CST Classroom Observation plus written report	*20-30 mins in the classroom with written report/write up*	$75/report
Evaluation Rush Fee (within 2 weeks)	*(Dependent on availability of evaluators)*	Additional $50

Child Study Team Consultative Services		
Hourly CST/SLP Rate	*Meeting attendance, Consultation, Other CST Needs (minimum of 2 hours)*	$100/hr*
Speech Services	*Individual or group articulation, fluency and/or language sessions (minimum of 2 hours)*	$110/hr*
Case Management (for CST initial and/or re-evaluations)	*Basic Case Management for a standard initial or re-eval : Includes creation of planning and eligibility documents, meeting set up and coordination including invitations, leading and attending the planning and eligibility meetings (as the case manager) not to exceed 1.5 hours in total, basic review of records and basic communication with school and family as needed. *Additional meeting time or cases beyond basic planning and eligibility needs will be billed at the hourly CST rate above.*	$375/case
IEP Development Fee	*Basic IEP development for an initial or re-evaluation*	$125/case
Annual Review	*Basic case management for an annual review including IEP annual review update, basic review of records, attendance at one annual review meeting not to exceed 45 mins, invitation & meeting set up, basic family and school communication. *Additional meetings/time and/or additional work beyond basic annual IEP updates will be billed at the hourly CST rate above.*	$275/case
Goals & Objectives Creation	*Goals and Objectives for any CST member (ie SLP, LDTC, OT/PT)*	$100 per subject/area
Social Work Services	*Individual or group student or parent support, meeting attendance, or administrative support.*	$100/hr*
Counseling Services	*Individual or Group School Based Counseling Services provided by a social worker or school psychologist.*	$100/hr*
Occupational Therapy Services	*Individual or Group School Based Occupational Therapy Services.*	$100/hr*
Behavioral Services		
Full Functional Behavior Assessment (FBA)	*Includes short and extended interviews, a record review, and direct observations of the challenging behavior. Includes BIP development or Support Strategy development.* *Includes review of FBA and BIP or strategies with school team and parent/guardian not to exceed 1 hour*	$850 / Full FBA & BIP
Team Meeting to Review FBA/BIP	Additional hourly review with IEP team/parent guardian to review results from a FBA/BIP with BCBA	$150/hr Additional
Behavior Intervention Plan Staff Training	Additional hourly staff training to implement Behavior Intervention Plan with BCBA or Lead RBT	$150/hr Additional
On Site BCBA hourly	Classroom or group observation, support staff services and/or FBA separate rate (minimum of 2 hours)	$150/hr*
On Site BCBA per diem	Classroom or group observation, support staff services and/or FBA separate rate	Call for rates
Autism Program Evaluation & Consultation	*Includes a full evaluation of current programming in your district/school and consultation with advice and plan for implementation by one of UCESC's experienced BCBAs. (Rates negotiated based on need, complexity and level of support.)*	Call for rates

Training/Professional Development		
Professional Development, Half Day	*AM or PM professional development at UCESC (see manual for options/topics).*	$115 per person
Professional Development, Full Day	*Full-Day professional development at UCESC (see manual for options/topics).*	$225 per person
In Your District Certified Staff Training/Professional Development	*Hourly, Half or Full-Day Professional Development and/or Training in your district/other location. (Rates will depend on length, travel, number of attendees, content, etc)*	Call for rates & options
Administrative Support	*Specialised Trainings/, Professional Development, Due Process Hearings & Prep, Review of Records, Professional Advisement, Additional Meetings, etc. provided by one of UCESC's administrators.*	Call for rates & options
Paraprofessional / TA / RBT Behavioral or SPED training	*Selection of topics/trainings available. Ability to modify training for needs of a variety of programs.*	$100/participant (1-14 participants) $80/participant (15+ participants)
BCBA Professional Development / CEUs	*ACE accredited. Selection of topics/trainings available with ability to earn CEUs.*	Call for dates, topics and rates
Registered Behavior Technician (RBT) / Teacher Assistant (TA) Professional Development (PDU)	*RBT and/or TA PDU training - rates depended on location, number of attendees, topic, etc.*	Call for rates & options
Other Services		
OT/PT/Bilingual Services and Evaluations	*Other services as provided by one of our outside agencies/vendors when an on-staff provider may not be available.*	Agency Fee/Rate plus 6% administrative fee
Class/Group AACAT Consultation	*Evaluation and assessment plus recommendations for AAC/AT needs for a group or classroom.*	Call for rates
Administrative Support	*Trainings, Professional Development, Due Process Hearings & Prep, Travel, Review of Records, Additional Meetings, etc.*	Call for rates
Physical Management Training	*We offer comprehensive crisis and physical management training focused on safety, respect, and trauma-informed prevention. Physical intervention is a last resort to ensure student and staff safety. Contact us for details and rates.*	Call for rates

Other Services Cont'd:		
UCESC Student Discount	*Evaluation and/or services provided to students attending a UCESC school/program*	10% discount to the above rates
*Requests for less than 2 hours/ cancellations	*Hourly and session rates for less than 2 hours, or cancellations after work/time has begun may incur additional fees such as travel. Please contact the Nonpublic office to discuss.*	Call for rates
****Negotiable/Discounted Rates for larger/bulk requests**	*For bulk evaluation requests and full CST services for a year or partial year, the above rates are negotiable based on availability, need and size of request. Please contact the Nonpublic office to discuss.*	Call for rates/contract

3. **Payment for Services.** Tuition is billed monthly at one tenth of the annual rate. For enrollments and disenrollments during the year, the invoice is prorated bason on the enrollment/disenrollment date. All fees are due 30 calendar days from date of invoice. * Nonpublic Services Chapter 192 & 193: All services are funded through state and federal entitlements; however, the district remains financially responsible for monthly billing, regardless of any delays or reductions in state or federal funding. The Commission, at its sole discretion, may charge the Board interest at the rate specified by the State Treasurer for State late payments to business concerns, pursuant to New Jersey P.L. 2018 c. 127 N.J.S.A. § 18A:18A-10.1, for all invoices not paid in full within 30 calendar days. The Board agrees to pay any attorneys' fees, costs, and/or additional expenses arising from the Commission's effort to collect the Board's unpaid invoice(s).

4. **Term.** This Agreement begins on the Effective Date, as defined herein, and will remain in full force and effect until June 30, 2027 ("Term"), pursuant to the terms herein. Services will begin four (4) weeks after execution of this Agreement, unless the Commission agrees to begin sooner. The school year will be established by the Commission. This agreement may be terminated by either party in accordance with N.J.A.C. 6A 14-7.7.

5. **Transportation.** The students shall arrive at and depart from the premises of the Commission at such time the Commission establishes. The Commission shall have no responsibility to transport any students to and/or from the premises of the Commission. The cost of transportation shall be the sole responsibility of the Board. If the Board wishes to do so, it may contract with the Commission to provide transportation services.

6. **Services.** The Board is contracting for the instructional services set forth in Appendices A and B attached hereto to be provided by the Commission in accordance with the terms of this Agreement ("Services"). Services will be performed for the Board through the Commission's contracted personnel. The Commission shall provide Progress Reports semi-annually.

7. **Independent Contractor.** The Parties hereby acknowledge and agree that the Commission is, and for all purposes shall be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between the Commission and the Board. The Parties further acknowledge and agree that the Commission and the Commission's contracted personnel are free to perform services for other persons or entities and that this Agreement is not exclusive.

8. **Force Majeure.** No refunds will be issued to the Board where a class or classes are canceled or Services are not otherwise rendered in accordance with the terms herein as a result of a public health crisis, disease outbreak, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, and/or acts of God, including, but not limited to, fire, floods, earthquakes, tornadoes, hurricanes, tropical storms, snow storms, or other natural disasters.

9. **Indemnification.** Each party shall save harmless, defend and indemnify the other party and their agents, officers, or employees thereof from and against any and all claims, actions, damages, liability and expense occasioned wholly or in part by any act or omission to act of the indemnifying party, its agent, subcontractor, or employees in the performance of this Agreement. Notwithstanding the foregoing, neither party will defend or indemnify the other in cases where any losses, expenses, or damages are caused by the party's own negligence or willful misconduct.

10. **Governing Law and Forum Selection.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the rules of any other jurisdiction relating to conflicts of law. The Parties agree to the personal jurisdiction and exclusive venues of the Superior Courts of New Jersey and the United States District Court for the District of New Jersey in any action arising from or related to this Agreement. The Parties hereby waive all defenses based upon the selection of jurisdiction and forum and agree to service of process by certified mail, return receipt requested, and/or overnight delivery by a nationally recognized courier.

11. **Severability.** If any part or provision of this Agreement is found to be void and/or unenforceable, it shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, which shall remain valid and enforceable. To the extent permitted by applicable law, the Parties hereby waive any provision of law which prohibits or renders void or unenforceable any provision hereunder.

12. **Assignment.** The Board shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the Commission's prior written consent. Any purported assignment or delegation in violation of this paragraph shall be null and void. No assignment or delegation shall relieve the Commissioner of any of its obligations under this Agreement.

13. **Third-Party Beneficiaries.** This Agreement is binding on and inures solely to the benefit of the Parties hereto and their respective successors and/or permissible assignees. Nothing in this Agreement, expressed or implied, confers on any other individual, entity, or third party any legal or equitable right, benefit, or remedy of any nature whatsoever.

14. **Notice.** All notices, requests, consents, claims, demands, waivers, and other forms of communications made subject to and in accordance with this Agreement (collectively, "Notice") shall be in writing and delivered by email, pre-paid overnight delivery by a nationally recognized courier, or certified mail, return receipt requested. Except as otherwise provided herein, proper Notice is effective only upon compliance with this paragraph.

15. **Joint Preparation.** This Agreement shall be deemed to have been jointly prepared by the Parties, and any defect, ambiguity, or omission shall not be held against the drafting party.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all or which, together shall constitute one and the same instrument.

17. **Attorney and Board Review.** THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THEY HAVE BEEN GIVEN A FULL AND FAIR OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS AGREEMENT. THE BOARD FURTHER ACKNOWLEDGES AND AGREES. THAT ITS GOVERNING BOARD OF EDUCATION HAS REVIEWED AND APPROVED THIS AGREEMENT IN ITS ENTIRETY AND THAT THE SIGNATORY BELOW HAS THE AUTHORITY AND EXPRESS PERMISSION TO EXECUTE THIS AGREEMENT ON THE BOARD'S BEHALF.

18. **Entire Agreement.** This Agreement, including and together with Appendices A and B attached hereto, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, understandings, inducements, conditions, and representations, express or implied, oral or written, of any nature whatsoever with respect to the subject matter herein. No amendments to or modification of this Agreement shall be valid or binding unless made in writing and signed by the Parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, the day and year first mentioned above.

Union Board of Education

Attest:

Secretary	**Date**	**President**	**Date**

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

Attest:

Secretary	**Date**	**President**	**Date**