

ALTERNATIVE HIGH SCHOOL AGREEMENT

BETWEEN

THE ELIZABETH BOARD OF EDUCATION

AND

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

2025-2026 THROUGH 2029-2030

THIS AGREEMENT entered into on the 7th day of May 2025 between the **UNION COUNTY EDUCATIONAL SERVICES COMMISSION** (the "Commission") and the **ELIZABETH BOARD OF EDUCATION** (the "Board"), County of Union, State of New Jersey.

WHEREAS, the Board wishes to continue to provide a suitable specialized alternative educational program for the 2025-2026 school year through the 2029-2030 school year for up to 204 students; and

WHEREAS, the Commission has established a program which will provide such a program to such students.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Program by Commission. The Commission shall provide a suitable alternative education program for up to 204 students of the Board, up to 108 of which will be assigned to Hillcrest Academy South at 1571 Lamberts Mill Road, Westfield, New Jersey, and up to 96 of which will be assigned to Hillcrest Academy North located at 2630 Plainfield Avenue, Scotch Plains, NJ. The program will comply with all applicable guidelines and regulations established by the New Jersey Commissioner of Education and the New Jersey State Board of Education. Students selected for Hillcrest Academy will abide by the policies and regulations of the Commission, including but not limited to, credit and course distribution requirements, code of student conduct and absenteeism policies.

2. Student Profile. The Commission's alternative education program shall enroll up to 204 secondary students from the Elizabeth School District who generally present some or all of the following profile:

- A. Two years of academic performance below grade level but possessing average or above average intelligence.
- B. Between the ages of 15 and 21.
- C. At risk of failing out of school because of poor attendance, possible involvement with chemical substances, lacking adequate grade level credits and/or possible involvement with the juvenile justice system.
- D. Possess the ability to adapt to a special alternative education program of the type being offered by the Commission.
- E. Exhibit difficulty in following traditional school rules and regulations.

3. Enrollment. Although it is not anticipated that there will be an increase in enrollment above 204 students, enrollment shall increase above 204 if agreed to by the Commission and the Board.

4. Acceptance of Students. A committee comprised of designated administrators and staff from the Commission will screen the initial referrals from Elizabeth to ensure the suitability of the prospective students in terms of generally fitting the profile described above. All student records will be made available by the Elizabeth School District, including the disciplinary records. All initial referrals who are accepted will undergo a 30-day trial period to confirm their suitability. Should a question arise as to suitability, Elizabeth School District will provide intervention by a social worker and guidance counselor to determine a course of action. The final decision will be mutually determined by Hillcrest and Elizabeth School District staff.

5. Tuition. The tuition for the 2025-2026 school year shall be \$24,787 per student for an alternative education program for 204 students. This tuition shall be payable monthly over ten (10) months, payable on the last day of each month, commencing on September 30 and ending June 30. For the 2025-2026 school year, the total payment will be \$5,056,548. Each school year thereafter, the tuition increase shall be negotiated by May 1st for each of the remaining four years of the contract. Any expenses incurred for additional staff or related services for classified students will be billed separately to the Board on the last day of each month, commencing on September 30 and ending June 30 and payable within 30 days after receipt of each invoice.

Divided
by 10 months
\$ 505,654.80
per month

6. Dismissal of Students. Students who exhibit behavior, which may prevent the student from benefiting from the program for educational, emotional or social reasons shall be dismissed by mutual consent of the Principal of the respective Elizabeth secondary school or her/his designee and the Principal of Hillcrest Academy. When mutual consent cannot be reached, students considered for dismissal shall have their school records and performances analyzed by a committee of professional staff as follows:

- A. The Principal of the respective Elizabeth secondary school or his/her designee.
- B. The Principal of Hillcrest Academy or his/her designee.
- C. A classroom teacher who currently has the student in class appointed by the principal or Hillcrest Academy.
- D. A classroom teacher who currently has the student in class recommended by the parent/guardian of the student.
- E. Any other professional staff member that the Principal of the respective Elizabeth secondary school and the Principal of Hillcrest Academy agree would be helpful.

7. 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 the Commission to provide transportation services. Students at Hillcrest North and South must abide by the Commission's transportation code of conduct or students will lose transportation privileges. In recognition of this partnership between the Board and the Commission, a transportation fee of 3.5% will be offered for all routes contracted with the Commission by the Board during the term of this contract.

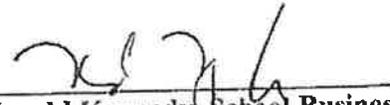
8. Reports. Progress reports on each student shall be provided to the Board at least semi-annually.

9. Term. This Agreement shall be for a term of 5 years ending June 30, 2030. This Agreement may otherwise be terminated upon mutual agreement of the parties in writing. If one party decides to terminate this contract without mutual agreement, notice of termination must be given to the other party by certified mail no later than February 1st for termination to be effective at the end of the school year.

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

ELIZABETH BOARD OF EDUCATION

BY: 
Stanley J. Neron, Board President
7/28/25

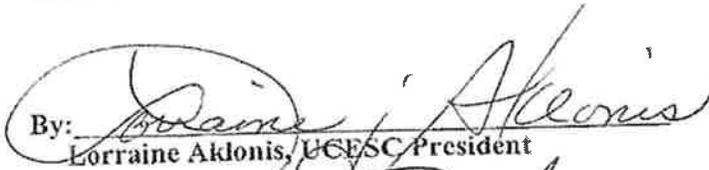
BY: 
Harold Kennedy, School Business
Administrator/Board Secretary

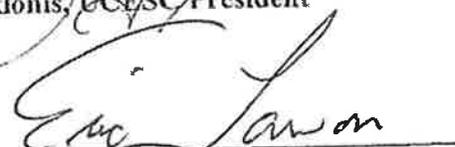
Dated: 7/28/25

ATTEST: _____

Dated: _____

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

By: 
Lorraine Aldonis, UCESC President

ATTEST: 
Eric Larson, Business Administrator/
Board Secretary

Dated: 8/13/25

C
O
P
Y

BOARD OF EDUCATION

RESOLUTION

UNION COUNTY EDUCATIONAL SERVICES COMMISSION
 AMENDED TUITION CONTRACT AGREEMENT
ALTERNATIVE HIGH SCHOOL 2025-2026 THROUGH 2029-2030

WHEREAS, the Union County Educational Services Commission having its principal office at 45 Cardinal Drive, Westfield, New Jersey, in the County of Union (hereinafter the "Commission"), is capable of providing services to the Elizabeth Public School students within Union County; and

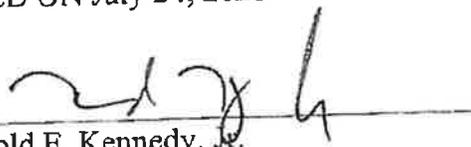
WHEREAS, the Board and the Commission are parties to a certain Alternative High School Agreement in effect for the 2025-2026 school year through the 2029-2030 school year.

WHEREAS, the parties desire to increase the enrollment of Elizabeth students for whom the Commission provides an alternative educational program and to set the tuition rate for same.

NOW, THEREFORE, BE IT RESOLVED that the Elizabeth Board of Education shall pay \$5,056,548.00 for two hundred four (204) full time students @ \$24,787.00 per student, payable in accordance with the terms of the Agreement.

BE IT FURTHER RESOLVED, that the location of the alternative program shall be as follows: one hundred-eight (108) students shall attend Hillcrest Academy North, ninety-six (96) students shall attend Hillcrest Academy South.

TRUE COPY APPROVED AND ADOPTED AT
 THE ELIZABETH BOARD OF EDUCATION MEETING
 HELD ON July 24, 2025



 Harold E. Kennedy, Jr.
 School Business Administrator/Board Secretary