

**DEPARTMENT OF SPECIAL SERVICES  
TOWNSHIP OF UNION PUBLIC SCHOOLS  
M-E-M-O-R-A-N-D-U-M**

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**TO: Pat Ditri**

**From: Kim Conti** 

**Re: Board Agenda Item**

**Date: April 24, 2014**

**The committee recommends and I so move that approval be given to Morris Union Jointure Commission, 340 Central Avenue, New Providence, New Jersey to provide:**

- **Physical Therapy: 220.00 per hour**
- **Occupational Therapy: 200.00 per hour**
- **Speech Therapy: 235.00 per hour**
- **Personal Aide for ESY and 2013-2014 school year: \$76,832.00**

**These services will be provided to district students attending programs at The Morris Union Jointure Commission facilities located in New Providence and Warren, not to exceed \$250,000 for the 2014-2015 school year.**

**Acct # 11-000-216-320-01-19**

**MORRIS-UNION JOINTURE COMMISSION**  
**340 Central Avenue**  
**New Providence, NJ 07974**  
**(908) 464-7625 FAX (908) 464-1244**

**DLC RELATED SERVICES CONTRACT HOURLY-2014 EXTENDED SCHOOL YEAR**

**Please Note: This form is to be used only for services that are not included as a class component. Please use one contract per service.**

Student: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
 Sending District: \_\_\_\_\_ District Code: \_\_\_\_\_  
 Receiving District: \_\_\_\_\_ District Code: \_\_\_\_\_  
 Class Name: \_\_\_\_\_ Teacher: \_\_\_\_\_  
 School: \_\_\_\_\_ School Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

**SERVICES REQUESTED: (Check one only)**

**COST FACTOR/HOUR**

|  | <u>Member</u> | <u>Non-Member</u> |
|--|---------------|-------------------|
| <input type="checkbox"/> Occupational Therapy Services w/OTR | \$200         | \$245             |
| <input type="checkbox"/> Physical Therapy Services           | \$220         | \$265             |
| <input type="checkbox"/> Speech/Language Services            | \$235         | \$280             |

Please **check one** of the three options below.

1.  Evaluation only. We wish to review recommendations before requesting therapy. (In this case, a second form must be submitted if you wish to request services).
2.  Evaluation and proceed with therapy as recommended by the evaluating therapist up to \_\_\_\_\_ hrs./wk.
3. Individual Therapy: \_\_\_\_\_ sessions/week \_\_\_\_\_ minutes/session

I hereby agree to authorize payment to the Morris-Union Jointure Commission for the provision of the aforementioned service at the rate stipulated in this contract. I understand that the monthly invoice for this service will reflect the hourly rate multiplied by 4.2 weeks per month. I further understand that written notice must be given to the Morris-Union Jointure Commission for discontinuance of the above service.

To the fullest extent permitted by law, the Sending District shall indemnify and hold harmless the Commission, its officials, employees, and agents from and against all claims, damages, and expenses, including but not limited to reasonable attorneys' fees, arising from, in connection with, or as a result of this Agreement or the provision of services hereunder. This indemnification and hold harmless provision, however, shall not include any claim caused by or resulting from the negligence, willful misconduct or intentional wrongdoing of the Commission, its officials, employees, and/or agents without any contributing negligence, willful misconduct or intentional wrongdoing on the part of the Sending District, its officials, employees, or agents. In the event contributory negligence, intentional wrongdoing, or willful misconduct is adjudicated against Sending District, Sending District's indemnification obligation hereunder shall be limited to the percentage of such negligence attributed to Sending District by the adjudicating authority.

\_\_\_\_\_  
**Director of Special Services**      **Date**

\_\_\_\_\_  
**School Business Administrator**      **Date**  
 (If required by requesting district)

\_\_\_\_\_  
**Superintendent of Schools**      **Date**  
 (If required by requesting district)

**MORRIS-UNION JOINTURE COMMISSION**  
**340 Central Avenue**  
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**RELATED SERVICES CONTRACT HOURLY**  
**2014 EXTENDED SCHOOL YEAR**

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 Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

**SERVICES REQUESTED: (check one only)**

|  | <b>COST/HOUR</b> |                   |
|--|------------------|-------------------|
|  | <u>Member</u>    | <u>Non-Member</u> |
| <input type="checkbox"/> Adaptive Physical Education         | \$195            | \$235             |
| <input type="checkbox"/> Occupational Therapy Services w/OTR | \$200            | \$245             |
| <input type="checkbox"/> Physical Therapy Services           | \$220            | \$265             |
| <input type="checkbox"/> Social Worker Services              | \$230            | \$275             |
| <input type="checkbox"/> Speech/Language Services            | \$235            | \$280             |

**(Complete page 2 on reverse)**

**CST EVALUATION**

**COST PER EVALUATION**

Social Worker Evaluation (with 1/2 hour conference)      \$715      \$900

**INSERVICES**

**COST PER INSERVICE**

Inservice half day      \$775      \$975  
 Inservice full day      \$1,400      \$1,650

(Continued on reverse)

Please **check one** of the three options below.

1.      Evaluation only. Authorize up to      hours for the evaluation. We wish to review recommendations before requesting therapy. (In this case, a second form must be submitted if you wish to request services).
  
2.      Evaluation and proceed with therapy as recommended by the evaluating therapist up to      hrs./wk.
  
3.      Therapy (**Note: ½ hour minimum and 15 minute increments only**)

|               |                           |                             |
|---------------|---------------------------|-----------------------------|
| Individual:   | <u>    </u> sessions/week | <u>    </u> minutes/session |
| Group:        | <u>    </u> sessions/week | <u>    </u> minutes/session |
| Consultation: | <u>    </u> sessions/week | <u>    </u> minutes/session |

I hereby agree to authorize payment to the Morris-Union Jointure Commission for the provision of the aforementioned service at the rate stipulated in this contract. I understand that the monthly invoice for this service will reflect the hourly rate multiplied by 4.2 weeks per month. I further understand that written notice must be given to the Morris-Union Jointure Commission for discontinuance of the above service.

In certain circumstances concerning distance to student's site, the Morris-Union Jointure Commission may charge an additional fee for travel.

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Director of Special Services      Date

\_\_\_\_\_  
School Business Administrator      Date  
(If required by requesting district)

\_\_\_\_\_  
Superintendent of Schools      Date  
(If required by requesting district)

**Morris-Union Jointure Commission  
Developmental Learning Center – New Providence, Warren  
Special Education Fee for Service Agreement  
Full-time Personal One-to-One Teacher Assistant  
2014 Extended School Year**

AGREEMENT dated this 15<sup>th</sup> day of April 2014 between the **Union Township Public Schools** Board of Education, in the County of **Union**, and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Morris-Union Jointure Commission Board of Education, in the County of Union, and the State of New Jersey (hereinafter referred to as the "RECEIVING DISTRICT").

**WITNESSETH**

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey statutes and the regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a.below.

- The SENDING DISTRICT also agrees to reimburse the RECEIVING DISTRICT for all costs associated with the employment of a **full-time teacher assistant** inclusively for the purpose of implementing an individualized comprehensive behavioral management program. It is expressly understood that the teacher assistant will be an employee of the RECEIVING DISTRICT and will abide by all applicable rules and regulations, with ethical and legal consideration regarding confidentiality related to school district and state regulations.

Salary and Benefits: \$10,022.00

Benefits include: medical, dental, life insurance, vision, social security, unemployment, worker's compensation, pension, and physical examination expense.

1a. The specific educational services described in this section are to be provided for:

an educationally disabled resident pupil from the SENDING DISTRICT.

The educational services to be provided include a comprehensive, individualized special education program for students with autism at the Developmental Learning Center-Warren. Related services components provided within the program include:

|                             |   |
|-----------------------------|---|
| Speech and Language         | (2) 30 minute individual sessions per week; |
| Speech and Language         | (2) 30 minute integrated sessions per week; |
| Occupational Therapy        | (2) 30 minute integrated sessions per week; |
| Adaptive Physical Education | (3) 30 minute group sessions per week.      |

2. The fee charged for the Extended School Year Program is \$13,978.00.

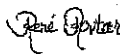
The SENDING DISTRICT will pay the amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule:

Payment is due on August 7, 2014



- 2a. This agreement does not provide for an offset from the fee for services based on the intermittent absences of the teacher, related services therapist or teacher assistant. Nor is there a reduction from the fee for services based on circumstances that are beyond the control of the RECEIVING DISTRICT (i.e., staff or student illness, holidays, emergency closing, etc). There is no reduction from the fee for services if a student fails to continue attending the Developmental Learning Center program on a full-time basis (e.g., no reduction for intermittent absences, partial day attendance, partial week attendance, etc.).
3. This AGREEMENT shall be in effect for the 2014 Extended School Year. The educational services shall commence on **June 26, 2014** and terminate on **August 7, 2014** (excluding July 4<sup>th</sup>).
4. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a fee for services bill and a report showing student enrollment and attendance.
5. The SENDING DISTRICT shall remain responsible for the entire fee for services for the 2014 Extended School Year program until it communicates to the RECEIVING DISTRICT in writing a disenrollment date for the educationally disabled resident student. In the event the SENDING DISTRICT provides timely written notice of disenrollment, the RECEIVING DISTRICT agrees to adjust fee for services based upon a per diem rate for the actual number of school days that the student was enrolled.
6. To the fullest extent permitted by law, the SENDING DISTRICT shall indemnify and hold harmless the RECEIVING DISTRICT, its officials, employees, and agents from and against all claims, damages, and expenses, including but not limited to reasonable attorneys' fees, arising from, in connection with, or as a result of this fee for services agreement or the provision of services hereunder. This indemnification and hold harmless provision, however, shall not include any claim caused by or resulting from the negligence, willful misconduct or intentional wrongdoing of the RECEIVING DISTRICT, its officials, employees, and/or agents without any contributing negligence, willful misconduct or intentional wrongdoing on the part of the SENDING DISTRICT, its officials, employees, or agents. In the event contributory negligence, intentional wrongdoing, or willful misconduct is adjudicated against SENDING DISTRICT, SENDING DISTRICT's indemnification obligation hereunder shall be limited to the percentage of such negligence attributed to SENDING DISTRICT by the adjudicating authority.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this 15<sup>th</sup> day of April 2014.



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President, Sending District  
Board of Education

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René Rovtar, President  
Receiving District Board of Education



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Board Secretary, Sending District  
Board of Education

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Michael Davison, Board Secretary  
Receiving District Board of Education

**Morris-Union Jointure Commission**  
**Developmental Learning Center – New Providence, Warren**  
**Special Education Fee for Service Agreement**  
**Full-time Personal One-to-One Teacher Assistant**  
**2014-2015**

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1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey statutes and the regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
- 1a. The specific educational services described in this section are to be provided for:

an educationally disabled resident pupil from the SENDING DISTRICT.

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|                             |   |
|-----------------------------|---|
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| Occupational Therapy        | (2) 30 minute integrated sessions per week; |
| Adaptive Physical Education | (3) 30 minute group sessions per week.      |

\* The SENDING DISTRICT also agrees to reimburse the RECEIVING DISTRICT for all costs associated with the employment of a **full-time teacher assistant** inclusively for the purpose of implementing an individualized comprehensive behavioral management program. It is expressly understood that the teacher assistant will be an employee of the RECEIVING DISTRICT and will abide by all applicable rules and regulations, with ethical and legal consideration regarding confidentiality related to school district and state regulations.

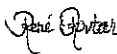
**Salary and Benefits for a full-time teacher assistant: \$66,810.00**

Benefits include: medical, dental, life insurance, vision, social security, unemployment, worker's compensation, pension, and physical examination expense.

- 2a. For educationally disabled student(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one tenth of the **annual fee for services of \$85,282.00** (which covers the school year of 180 days) each month to the RECEIVING DISTRICT, commencing no later than September 30 and continuing thereafter for each successive month of the school year with payments due no later than the last day of the month.
- 2b. For educationally disabled student(s) enrolled after the first school day of September, the SENDING DISTRICT agrees to pay a prorated fee for services based upon the annual fee for services of \$85,282.00 to the RECEIVING DISTRICT. Payments shall be due as follows:

- i. The first month's fee for services will be calculated on a per diem basis by dividing one tenth of the annual fee for services by 30 days and then multiplying the product by the number of days remaining in the month on the date of the student's enrollment and shall be due no later than the last day of the month of enrollment.
  - ii. Each successive month's fee for services will be one tenth of the annual fee for services and shall be due no later than the last day of the month.
- 2c. This agreement does not provide for an offset from the fee for services based on the intermittent absences of the teacher, related services therapist or teacher assistant. Nor is there a reduction from the fee for services based on circumstances that are beyond the control of the RECEIVING DISTRICT (i.e., staff or student illness, holidays, emergency closing, etc). There is no reduction from the fee for services if a student fails to continue attending the Developmental Learning Center program on a full-time basis (e.g., no reduction for intermittent absences, partial day attendance, partial week attendance, etc.).
3. This AGREEMENT shall be in effect for the 2014-2015 school year. The educational services shall commence **September 3, 2014** and terminate on the last day of the Morris-Union Jointure Commission school year as set in accordance with state regulations.
4. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly fee for services bill and a monthly report showing student enrollment and attendance.
5. The SENDING DISTRICT shall remain responsible for the entire fee for services for 2014-2015 school year until it communicates to the RECEIVING DISTRICT in writing a disenrollment date for the educationally disabled resident student. In the event the SENDING DISTRICT provides timely written notice of disenrollment, the RECEIVING DISTRICT agrees to adjust fee for services for the final month of attendance based upon a per diem rate for the actual number of school days that the student was enrolled.
6. To the fullest extent permitted by law, the SENDING DISTRICT shall indemnify and hold harmless the RECEIVING DISTRICT, its officials, employees, and agents from and against all claims, damages, and expenses, including but not limited to reasonable attorneys' fees, arising from, in connection with, or as a result of this fee for services agreement or the provision of services hereunder. This indemnification and hold harmless provision, however, shall not include any claim caused by or resulting from the negligence, willful misconduct or intentional wrongdoing of the RECEIVING DISTRICT, its officials, employees, and/or agents without any contributing negligence, willful misconduct or intentional wrongdoing on the part of the SENDING DISTRICT, its officials, employees, or agents. In the event contributory negligence, intentional wrongdoing, or willful misconduct is adjudicated against SENDING DISTRICT, SENDING DISTRICT's indemnification obligation hereunder shall be limited to the percentage of such negligence attributed to SENDING DISTRICT by the adjudicating authority.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this 15<sup>th</sup> day of April 2014.




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Board of Education

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Receiving District Board of Education




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