


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

TO: Pat Ditri
FROM: Kim Conti 
RE: Board Agenda Item
DATE: December 13, 2011

The committee recommends and I so move that the Board approve Morris Union Jointure Commission(MUJC) to provide an aide for a student attending the MUJC's Warren program from December 13, 2011 through June 2012 in an amount not to exceed \$43,400. These services are in accordance with the student's IEP and will be charged to account #11-000-216-320-01-19.

**Morris-Union Jointure Commission
Developmental Learning Center – New Providence, Union, Warren
Special Education Fee for Service Agreement
Full-time Personal One-to-One Teacher Assistant
2011-2012**

AGREEMENT dated this 7th day of December 2011 between the **Township of Union 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.

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

R. Q. 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:

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| 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. |

* 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: \$62,000.00

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

- 2a. For educational 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 \$80,466.00 (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 \$80,466.00 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 2011-2012 school year. The educational services shall commence **December 13, 2011** 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 2011-2012 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.

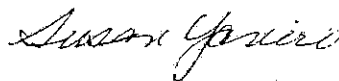
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this 7th day of December 2011.

President, Sending District
Board of Education

Board Secretary, Sending District
Board of Education



Dr. Valerie A. Goger, President
Receiving District Board of Education



Susan Yaniro, Board Secretary
Receiving District Board of Education