

F-25

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

TO: Gerry Benaquista

**C: Diane Cappiello
Julia Vicidomini
Elizabeth Esposito**

From: Kim Conti

Re: Board Agenda Item

Date: April 30, 2021

**Approve Morris Union Jointure Commission, 340 Central Avenue,
New Providence, New Jersey to provide:**

- **Physical Therapy: \$215.00 per hour**
- **Occupational Therapy: \$195.00 per hour**
- **Speech Therapy: \$230.00 per hour**
- **Personal Aides for ESY: \$7,236.67 each**
- **Personal Aides 10 months: \$71,300.00 each**

These services are in accordance with the students' IEPs and will be charge to account # 11-000-216-320-01-19, not to exceed \$645,000.00 for the 2021-2022 school year.

**Morris-Union Jointure Commission
Developmental Learning Center – New Providence, Warren
Special Education Fee for Service Agreement
Full-time Personal One-to-One Teacher Assistant
2021 Extended School Year**

AGREEMENT dated this ___ day of ___ 2021 between the **District Board of Education**, in the County of **County**, 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. The cost for this service is \$7,236.67.

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

Last, First, 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-DLC. 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 \$16,311.00.

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

Payment is due on August 4, 2021

- 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 2021 Extended School Year. The educational services shall commence on June 23, 2021 and terminate on August 4, 2021 (excluding July 5th).
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 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 for the 2021 Extended School Year based upon a per diem rate for the actual number of school days that the student was enrolled.
6. Subject to the provisions of the New Jersey Torts Claims Act and the New Jersey Contractual Liability Act, the SENDING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests assume all liability for and agree to indemnify and hold the RECEIVING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests harmless from and against any and all claims, losses, damages, injuries, and expenses, including but not limited to reasonable attorneys' fees arising from or incurred in connection with any acts, omissions, or negligence by the SENDING DISTRICT, or its agents, employees, officers, volunteers, licensees, invitees, and guests related to the performance of their obligations under this Agreement. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the RECEIVING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests assume all liability for and agree to indemnify and hold the SENDING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests harmless from and against any and all claims, losses, damages, injuries, and expenses, including but not limited to reasonable attorneys' fees arising from or incurred in connection with any acts, omissions, or negligence by the RECEIVING DISTRICT, or its agents, employees, officers, volunteers, licensees, invitees, and guests related to the performance of their obligations under this Agreement. Both the SENDING DISTRICT and RECEIVING DISTRICT shall maintain liability insurance with limits as required by law.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this ___day of ____ 2021.



President, Sending District
Board of Education

Elizabeth C. Jewett, President
Receiving District Board of Education



Board Secretary, Sending District
Board of Education

Michael Davison, Board Secretary
Receiving District Board of Education

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Developmental Learning Center – New Providence, Warren
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* 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. The cost for this service is \$71,300.00.

2. 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 \$97,866.00 (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 following month.

- 2a. 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 \$97,866.00 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 the number of possible school days in the month and then multiplying the result 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.

iii. In the event the student is disenrolled mid-month, said month's fee for services will be calculated on a per diem basis by dividing one tenth of the annual fee by the number of possible school days in the month of disenrollment and then multiplying the result by the number of days the students was enrolled and shall be due no later than the last day of the month of disenrollment.

- 2b. 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 2021-2022 school year. The educational services shall commence **September 2, 2021** 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 2021-2022 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. Subject to the provisions of the New Jersey Torts Claims Act and the New Jersey Contractual Liability Act, the SENDING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests assume all liability for and agree to indemnify and hold the RECEIVING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests harmless from and against any and all claims, losses, damages, injuries, and expenses, including but not limited to reasonable attorneys' fees arising from or incurred in connection with any acts, omissions, or negligence by the SENDING DISTRICT, or its agents, employees, officers, volunteers, licensees, invitees, and guests related to the performance of their obligations under this Agreement. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the RECEIVING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests assume all liability for and agree to indemnify and hold the SENDING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests harmless from and against any and all claims, losses, damages, injuries, and expenses, including but not limited to reasonable attorneys' fees arising from or incurred in connection with any acts, omissions, or negligence by the RECEIVING DISTRICT, or its agents, employees, officers, volunteers, licensees, invitees, and guests related to the performance of their obligations under this Agreement. Both the SENDING DISTRICT and RECEIVING DISTRICT shall maintain liability insurance with limits as required by law.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this ___ day of ___ 2021.



President, Sending District
Board of Education

Elizabeth C. Jewett, President
Receiving District Board of Education



Board Secretary, Sending District
Board of Education

Michael Davison, Board Secretary
Receiving District Board of Education

RELATED SERVICES CONTRACT HOURLY 2021-2022 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)

- Adaptive Physical Education*
- Occupational Therapy Services w/OTR*
- Physical Therapy Services*
- Speech/Language Services*

*no increase in rates

INSERVICES

- Inservice half day
- Inservice full day

COST/HOUR

	<u>Member</u>	<u>Non-Member</u>
Adaptive Physical Education*	\$190	\$250
Occupational Therapy Services w/OTR*	\$195	\$255
Physical Therapy Services*	\$215	\$285
Speech/Language Services*	\$230	\$305

COST PER INSERVICE

Inservice half day	\$735	\$980
Inservice full day	\$1,305	\$1,735

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: _____ sessions/week _____ minutes/session
 Group: _____ sessions/week _____ minutes/session
 Consultation: _____ 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.

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

Subject to the provisions of the New Jersey Torts Claims Act and the New Jersey Contractual Liability Act, the SENDING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests assume all liability for and agree to indemnify and hold the RECEIVING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests harmless from and against any and all claims, losses, damages, injuries, and expenses, including but not limited to reasonable attorneys' fees arising from or incurred in connection with any acts, omissions, or negligence by the SENDING DISTRICT, or its agents, employees, officers, volunteers, licensees, invitees, and guests related to the performance of their obligations under this Agreement. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the RECEIVING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests assume all liability for and agree to indemnify and hold the SENDING DISTRICT and its agents, employees, officers, volunteers, licensees, invitees, and guests harmless from and against any and all claims, losses, damages, injuries, and expenses, including but not limited to reasonable attorneys' fees arising from or incurred in connection with any acts, omissions, or negligence by the RECEIVING DISTRICT, or its agents, employees, officers, volunteers, licensees, invitees, and guests related to the performance of their obligations under this Agreement. Both the SENDING DISTRICT and RECEIVING DISTRICT shall maintain liability insurance with limits as required by law.

Director of Special Services **Date**

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

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

