### 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:

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 service 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  Member Non-Member	
Occupational Therapy Services w/OTR	\$200 \$245	
Physical Therapy Services	\$220 \$265	
Speech/Language Services	\$235 \$280	
<ul><li>2. Evaluation and proceed with therapy as recommends./wk.</li><li>3. Individual Therapy:</li></ul>	mmended by the evaluating therapist up to	
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.		
	ool Business Administrator Date quired by requesting district)	
Superintendent of Schools Date		

(If required by requesting district)

Rev. 3/14

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

## RELATED SERVICES CONTRACT HOURLY 2014 EXTENDED SCHOOL YEAR

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

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)		
	cos	T/HOUR
	$\underline{\mathbf{Member}}$	Non-Member
Adaptive Physical Education	\$195	\$235
Occupational Therapy Services w/OTR	\$200	\$245
Physical Therapy Services	\$220	\$265
Social Worker Services	\$230	\$275
Speech/Language Services	\$235	\$280
(Complete page 2 on reverse)		
CST EVALUATION	COST PER I	EVALUATION
Social Worker Evaluation (with ½ hour conference	ee) \$715	\$900
INSERVICES	COST PER I	NSERVICE
Inservice half day	\$775	\$975
Inservice full day	\$1,400	\$1,650

(Continued on reverse)

Pleas	e <b>check one</b> of t	he three o <sub>l</sub>	ptions below	<i>7.</i>	
1	Evaluation <u>only</u> review recomm must be submi	endations	before requ	hours for the evaluation. We wish esting therapy. (In this case, a second uest services).	to l form
2	_Evaluation <u>and</u> therapist up to			as recommended by the evaluating	
3	_Therapy (Note:	½ hour m	iinimum ai	nd 15 minute increments only)	
	Individual: Group: Consultation:	sess	ions/week	minutes/sessionminutes/sessionminutes/session	
the afe invoic under	orementioned serv e for this service v	vice at the ra vill reflect th notice mus	ate stipulated ne hourly rate st be given to	is-Union Jointure Commission for the prolifer this contract. I understand that the remarks multiplied by 4.2 weeks per month. I fut the Morris-Union Jointure Commission for the morris-Union for the product of the morris for the product of the morris for t	monthly irther
In cer Comm	tain circumstance nission may charg	s concernin e an additio	g distance to nal fee for tra	student's site, the Morris-Union Jointure	e
Commexpen or as a hold h neglig emplo wrong contri Sendi	nission, its officials ses, including but a result of this Agrammess provision ence, willful misconyees, and/or agent doing on the part butory negligenceng District, Sending	s, employees not limited reement or to however, sonduct or in its without a of the Send, intentionaling District's	s, and agents to reasonable the provision shall not include tentional wro any contribut ing District, I wrongdoing indemnificat	ng District shall indemnify and hold harm from and against all claims, damages, at le attorneys' fees, arising from, in connect of services hereunder. This indemnificate ude any claim caused by or resulting from ongdoing of the Commission, its officials, ting negligence, willful misconduct or integrits officials, employees, or agents. In the , or willful misconduct is adjudicated again obligation hereunder shall be limited ding District by the adjudicating authority	nd tion with tion and n the entional event inst to the
Direc	tor of Special S	Services	Date	School Business Administrator (If required by requesting district)	Date
_	rintendent of S		Date		

### MORRIS-UNION JOINTURE COMMISSION

340 Central Avenue New Providence, NJ 07974 (908) 464-7625 FAX (908) 464-1244

### DLC RELATED SERVICES CONTRACT HOURLY-2014-2015 SCHOOL YEAR

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

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  Member Non-Member
Occupational Therapy Services w/OTR	\$200 \$245
Physical Therapy Services	\$220 \$265
Speech/Language Services	\$235 \$280
Please <b>check one</b> of the three options below.  1. Evaluation only. We wish to review recomm	nendations before requesting therapy. (In this
case, a second form must be submitted if ye	~ ~ ~ ,
2. Evaluation and proceed with therapy as rechrs./wk.	ommended by the evaluating therapist up to
3. Individual Therapy:	
sessions/week	minutes/session
I hereby agree to authorize payment to the Morris-Union Join aforementioned service at the rate stipulated in this contract will reflect the hourly rate multiplied by 4.2 weeks per month given to the Morris-Union Jointure Commission for discontinuous	I understand that the monthly invoice for this service . I further understand that written notice must be
To the fullest extent permitted by law, the Sending District shofficials, employees, and agents from and against all claims, or reasonable attorneys' fees, arising from, in connection with, or services hereunder. This indemnification and hold harmless by or resulting from the negligence, willful misconduct or interemployees, and/or agents without any contributing negligence part of the Sending District, its officials, employees, or agents wrongdoing, or willful misconduct is adjudicated against Sen obligation hereunder shall be limited to the percentage of such adjudicating authority.	damages, and expenses, including but not limited to or as a result of this Agreement or the provision of provision, however, shall not include any claim caused entional wrongdoing of the Commission, its officials, i.e., willful misconduct or intentional wrongdoing on the s. In the event contributory negligence, intentional ding District, Sending District's indemnification
	hool Business Administrator Date equired by requesting district)
Superintendent of Schools Date	

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

### RELATED SERVICES CONTRACT HOURLY 2014-2015 SCHOOL YEAR

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

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)		
		T/HOUR
Adoptive Dharing 1 Education	Member	Non-Member
Adaptive Physical EducationOccupational Therapy Services w/OTR	\$195	\$235
Physical Therapy Services	\$200 \$220	\$245
Social Worker Services	\$230	\$265 \$275
Speech/Language Services	\$235	\$275 \$280
(Complete page 2 on reverse)		
CST EVALUATION	COST PER I	EVALUATION
Social Worker Evaluation (with ½ hour conference	e) \$715	\$900
INSERVICES	COST PER 1	INSERVICE
Inservice half day Inservice full day	\$775 \$1,400	\$975 \$1,650

(Continued on reverse)

_	erintendent of S		Date		
Dire	ctor of Special	Services	Date	School Business Admi (If required by requesting	
Send	ing District, Sendi	ing District's	indemnification	or willful misconduct is adju on obligation hereunder sha ng District by the adjudicati	ll be limited to the
wron	gdoing on the part	t of the Send	ing District, it	ng negligence, willful miscons officials, employees, or age	nts. In the event
neglig	gence, willful misc	onduct or in	tentional wron	de any claim caused by or rengdoing of the Commission, i	its officials,
exper	ises, including bu	t not limited	to reasonable	attorneys' fees, arising from f services hereunder. This i	i, in connection with
				g District shall indemnify an from and against all claims,	
	tain circumstance nission may charg			student's site, the Morris-Un vel.	ion Jointure
disco	ntinuance of the a	ibove service		he Morris-Union Jointure Co	
the at	forementioned ser	vice at the ra	te stipulated i	-Union Jointure Commission in this contract. I understar multiplied by 4.2 weeks per	nd that the monthly
	Consultation:	sessi	ions/week	minutes/ session	
	Group: Consultation:	_	ions/week	minutes/session minutes/session	
	Individual:	sessi	ions/week	minutes/session	
3	_Therapy (Note	: ½ hour m	inimum and	1 15 minute increments	only)
	•			A Company of the Comp	
2	_Evaluation <u>and</u> therapist up to			is recommended by the ev	aluating
	must be submi		_		,, a 5000114 101111
1				hours for the evaluation. ting therapy. (In this case	
Pleas	e <b>check one</b> of t	he three op	tions below.		
-1		1 11			

# 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

- 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.).
- This AGREEMENT shall be in effect for the 2014 Extended School Year. The educational services shall 3. commence on June 26, 2014 and terminate on August 7, 2014 (excluding July 4th).
- The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a fee for services bill and a 4. report showing student enrollment and attendance.
- 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.
- 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 15th day of April 2014.

President, Sending District René Rovtar, President Receiving District Board of Education Board of Education mill da -Michael Davison, Board Secretary Board Secretary, Sending District

Board of Education

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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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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(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 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.

And Editoria

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President, Sending District	René Rovtar, President
Board of Education	Receiving District Board of Education
Board Secretary, Sending District	Michael Davison, Board Secretary
Board of Education	Receiving District Board of Education