


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

TO: Dr. Scott Taylor

C: Gerald Benaquista, Gretel Pérez, Yolanda Koon, Kim Conti, Bernadette Watson, Diane Cappiello

FROM: Joseph T. Seugling 

RE: Board Agenda

DATE: 2022-06-06

Approve JFK Johnson Rehabilitation Institute to provide part-time career development services to students in district for the 2022 ESY program, not to exceed \$7,310.00 [Account #11-000-216-320-01-19/7043], in accordance with the non-public information in the hands of each Board member.

2022

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE TOWNSHIP OF UNION
AND
HACKENSACK MERIDIAN HEALTH
JFK JOHNSON REHABILITATION INSTITUTE
FOR
2022 Extended School Year Program ("Program")**

This MEMORANDUM OF AGREEMENT ("MOA") is made on this 28th day of April, 2022, between the Board of Education of the Township of Union ("Board"), with its principal administrative office located at 2369 Morris Avenue, Union, New Jersey 07083, and Hackensack Meridian Health JFK Johnson Rehabilitation Institute ("JRI"), with its offices located at 65 James Street, Edison, New Jersey 08818, hereinafter, collectively the "Parties."

WHEREAS, the Board is a corporate body politic organized under Title 18A, operating a pre-Kindergarten-12 public school district for the Township of Union ("District"); and

WHEREAS, the Board desires to provide its students with varied opportunities for school year career development through partnerships with various organizations and agencies;

NOW THEREFORE, with the foregoing recitals incorporated herein by reference, the Parties hereby agree as follows:

Article 1— Scope of Service

- A. The JRI shall accept the following student into the 2022 Extended School Year Program: The Program operates July 5 through August 22, 2022. It is understood that the student will begin program on July 5 after Board approval is confirmed.

Should the above-named Student become unable to participate at any time, JRI agrees to invoice the district at the per diem rate of \$204, when attendance is 11 days or less monthly.

Student will receive one-half hour individual vocational counseling each week.
Student will receive one-half hour individual occupational therapy each week.
Student will receive one hour occupational therapy group each week.
Student will receive one hour vocational counseling group each week.

Article 2 — Term and Location of Services

This MOA shall be effective from the period of July 5, 2022 through August 22, 2022 ("Term"). The Program shall be in person and operated on Monday through Friday at JRI which shall be from 9:30AM to 2:30PM.

Student shall attend Program only on days school is open.

Article 3 — Consideration

The Board shall pay JRI the following fee for the service provided for the identified Student in the Program starting July 5, 2022: \$7310.00 for the entire ESY Program or prorated as above.

In the event that in-person services cease, the fee for the on-line program option, if applicable is \$51 per hour and/or \$26 per half hour.

Article 4 — Health and Safety

JRI shall ensure the health, safety and security of the Student in accordance with all applicable Board policies and regulations, and State and Federal laws. If at any time JRI determines that the health, safety and security of JRI is threatened by the actions of the Student, JRI has the right to remove the Student from the Program immediately and will advise the Board immediately.

Article 5 — Confidentiality

JRI agrees that all knowledge and information that it receives from the Board, or by virtue of providing the services under and pursuant to this MOA, relating to the Student, shall for all purposes be regarded as strictly confidential and held by JRI in confidence and shall not be disclosed by JRI to any person whatsoever except to the Board or with the Board's prior written permission in accordance with all applicable Board Policies and Regulations, as well as, Federal and State statutes and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.

Article 6 — Compliance

By signing this MOA, the JRI deems to have knowledge of all Federal, State and Local Rules and Regulations applicable to special services and agrees to abide thereby, including but not limited to The Individuals with Disabilities Education Act (IDEA) 20 U.S.C. § 1400 et seq.; N.J.S.A. 10:2-

1 et seq. relating to discrimination in employment; N.J.S.A. 10:5-31 et seq.; and N.J.A.C. 17:27-1.1 et seq., regarding Affirmative Action; the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act of 1990; N.J.S.A. 18A:6-7.6 through 7.13 regarding Pass the Trash; N.J.A.C. 6A:9 regarding Professional Licensure and Standards; and N.J. Department of Law and Public Safety statutes and regulations governing licensed occupations. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to carry out the terms of this Agreement.

Article 7 — Non-assignability of contract and non-subcontracting

JRI shall not assign its right or obligation under this MOA without the prior written consent of the Board. Further, JRI shall not subcontract any of its obligations under this MOA.

Article 8 — Indemnification

JRI agrees to accept responsibility for its own acts and omissions in accordance with and pursuant to this Agreement as well as those acts or omissions of its employees, agents and affiliates and notwithstanding anything to the contrary in this Agreement, in no event shall JRI be responsible for the acts or omissions of the Board.

In addition, the Board, to the fullest extent provided by law, shall defend, indemnify and hold JRI, its respective officers, officials, employees and volunteers harmless from all claims, suits, actions, injuries, damages, losses, liabilities, demands, penalties, costs and expenses including, without limitation, attorney's fees, arising out of or resulting from the acts, errors or omissions of the Board and any of its officers, officials, employees and volunteers in connection with, and in performance of, this MOA, including for injuries and damages caused by the negligence of the Board and of its officers, officials, employees and volunteers. This indemnification obligation shall survive termination of the MOA.

Article 9 — Insurance

The JRI shall maintain a policy of insurance to provide for \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate on commercial general liability; \$1,000,000 per medical incident/\$3,000,000 in the annual aggregate for professional liability and state required worker's compensation insurance. All policies shall be maintained in full force and effect during the period of operation. In addition, the Board shall be named as an additional insured party on all such policies. The Board shall be provided with a minimum thirty (30) days' notice as to any modification or cancelation of said policy.

Article 10 - Entire Agreement

This MOA sets forth the entire understanding of the Parties as of the date of this MOA concerning the subject matter hereof, and no Party has relied upon any other representations, express or implied, which is not expressly contained herein. The MOA shall not be modified, except by writing signed by each of the Parties hereto.

Article 11— Governing Law and Jurisdiction

The law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, performance and remedies for contract breach or any other claims related to this Agreement, without regard to any conflicts of law provisions that would apply the law of another jurisdiction. Any and all claims, disputes or other matters in question between the Board and the JRI arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Union County, New Jersey.

Article 12 — Severability

If any term or condition of this MOA, or any application of this MOA shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and application shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the day and year first written above.

ATTEST:

HACKENSACK MERIDIAN HEALTH
JFK JOHNSON REHABILITATION
INSTITUTE

By: Cristina Grasso-Brea

Witness: Cristina Grasso-Brea, MSEd-CRC
Clinical Supervisor

Anthony Cuzzola

Anthony Cuzzola, Vice President
Administrator JRI

By: _____

Witness:

UNION TOWNSHIP BOARD OF EDUCATION

Board Administrator/Board Secretary