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

TO: Greg Tatum
C; Diane Cappiello
Julie Vicidomini

From: Kim Conti *KC*

Re: Board Agenda Item

Date: April 26, 2016

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: \$199.00 per hour
- Occupational Therapy: \$180.00 per hour
- Speech Therapy: \$210.00 per hour
- Personal Aides for ESY: \$10,222.00 each
- Personal Aides 10 months: \$68,150.00 each

These services are in accordance with the students' IEPs and will be charged to account # 11-000-216-320-01-19, not to exceed \$388,000.00 for the 2016-2017 school year.

MORRIS-UNION JOINTURE COMMISSION

340 Central Avenue

New Providence, NJ 07974

(908) 464-7625 FAX (908) 464-1244

DLC RELATED SERVICES CONTRACT HOURLY-2016-2017 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	\$180	\$240
<input type="checkbox"/> Physical Therapy Services	\$199	\$265
<input type="checkbox"/> Speech/Language Services	\$210	\$280

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

- 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).
- Evaluation and proceed with therapy as recommended by the evaluating therapist up to _____ hrs./wk.
- 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. 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)

MORRIS-UNION JOINTURE COMMISSION

340 Central Avenue

New Providence, NJ 07974

(908) 464-7625 FAX (908) 464-1244

DLC RELATED SERVICES CONTRACT HOURLY-2016 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	\$180	\$240
<input type="checkbox"/> Physical Therapy Services	\$199	\$265
<input type="checkbox"/> Speech/Language Services	\$210	\$280

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

- 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).
- Evaluation and proceed with therapy as recommended by the evaluating therapist up to _____ hrs./wk.
- 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. Subject to the provisions of the New Jersey Tort 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)

**Morris-Union Jointure Commission
Developmental Learning Center – New Providence, Warren
Special Education Fee for Service Agreement
Full-time Personal One-to-One Teacher Assistant
2016 Extended School Year**

AGREEMENT dated this 1st day of April 2016 between the **Township of Union School District 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: \$10,222.00

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 \$14,529.00.

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

Payment is due on August 10, 2016

**Morris-Union Jointure Commission
Developmental Learning Center – New Providence, Warren
Special Education Fee for Service Agreement
Full-time Personal One-to-One Teacher Assistant
2016-2017**

AGREEMENT dated this 15th day of April 2016 between the **Township of Union School District 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:

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.

* 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: \$68,150.00

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

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 \$88,641.00 (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 \$88,641.00 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.