

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

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**TO: Dr. Gerald Benaquista**

**C: Dr. Gretel Perez  
Yolanda Koon  
Diane Cappiello  
Bernadette Watson**

**From: Kim Conti** 

**Re: Board Agenda Item**

**Date: May 2, 2024**

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

- **Physical Therapy: \$227.00 per hour**
- **Occupational Therapy: \$206.00 per hour**
- **Speech Therapy: \$242.00 per hour**
- **Personal Aides for ESY: \$7,797.00 each**
- **Personal Aides 10 months: \$76,445.00 each**

**These services are in accordance with the student's IEPs and will be charge to account # 11-000-216-320-01-19, not to exceed \$460,000.00 for the 2024-2025 school year.**



**RELATED SERVICES CONTRACT HOURLY 2024-2025 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)**

	<b>COST/HOUR</b>	
	<u>Member</u>	<u>Non-Member</u>
<input type="checkbox"/> Adaptive Physical Education	\$201	\$263
<input type="checkbox"/> Occupational Therapy Services w/OTR	\$206	\$273
<input type="checkbox"/> Physical Therapy Services	\$227	\$304
<input type="checkbox"/> Speech/Language Services	\$242	\$324

**INSERVICES**

	<b>COST PER INSERVICE</b>	
<input type="checkbox"/> Inservice half day	\$773	\$1,030
<input type="checkbox"/> Inservice full day	\$1,370	\$1,823

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)

Morris-Union Jointure Commission  
Developmental Learning Center – New Providence, Warren  
Full-time Personal One-to-One Teacher Assistant  
For students who attend the DLCs 2024 ESY and 2024 – 2025 School Year

AGREEMENT dated this 19th day of April, 2024 between the 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:

Last, First, an educationally disabled resident pupil from the SENDING DISTRICT.

The educational services to be provided are for a full-time teacher assistant. The SENDING DISTRICT 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.

2. The RECEIVING DISTRICT will provide a full-time teacher assistant that may or may not be the same teacher assistant on a daily basis. The services of the full-time teacher assistant will not be available during the lunch period.

3. This AGREEMENT shall be in effect for 2024 ESY and the 2024-2025 school year. The educational services for a full-time teacher assistant shall commence June 26, 2024 and terminate on the last day of the Morris-Union Jointure Commission school year as set in accordance with state regulations.

Choose all that apply:

3a. \_\_\_\_ For educationally disabled student(s) enrolled the first school day of the Extended School Year, the SENDING DISTRICT agrees to pay \$7,797.00 fee for services to the RECEIVING DISTRICT. If the student starts after the first day of ESY, the SENDING DISTRICT will prorate the fee based on the per diem rate.

3b. \_\_\_\_ For educationally disabled student(s) enrolled the first school day of the School Year, the SENDING DISTRICT agrees to pay \$76,445.00 fee for services based upon the annual fee for the RECEIVING DISTRICT. If the student starts after the first day of school, the SENDNIG DISTRICT will prorate the first month fee based on the per diem rate.

4. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly fee for services bill.

5. The SENDING DISTRICT shall remain responsible for the entire fee for a full-time teacher assistant for for chosen services in number 3 above 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.


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 19th day of April, 2024.

\_\_\_\_\_  
President, Sending District

  
\_\_\_\_\_  
George Alexis, District Board of Education

\_\_\_\_\_  
Board Secretary, Sending District  
Board of Education

  
\_\_\_\_\_  
Jason Parenti, Board Secretary  
Receiving District Board of Education

## **RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS**

This Rider is incorporated fully into the terms of the attached Agreement between Morris Union Jointure Commission and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

### **Background Checks**

#### **(i) Criminal Background Check**

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students. Any failure to provide the CHRI or subsequent information about employees shall be considered a breach of the Agreement.

#### **(ii) Sexual Abuse/Child Abuse Disclosure Release Form**

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7, and hereby consents to any inquiries required by that law that may be performed by the Board.

