

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

TO: Dr. Gerald Benaquista

**C: Dr. Jose Rodriguez
Marissa McKenzie
Yolanda Koon
Bernadette Watson
Diane Cappiello**

From: Kim Conti 

Re: Board Agenda Item

Date: April 15, 2025

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

- **Physical Therapy: \$230.00 per hour**
- **Occupational Therapy: \$210.00 per hour**
- **Speech Therapy: \$245.00 per hour**
- **Full-Time Personal Aides for ESY: \$12,761.00**
- **Full-Time Personal Aides for School Year: \$76,569.00 each**
- **Half-Time Aides for ESY: \$6,381.00**
- **Half-Time Aides for School Year: \$38,283.00**

These services are in accordance with the student's IEPs and will be charged to Account # 11-000-216-320-01-19, not to exceed \$385,000.00 for the 2025-2026 school year.

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

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RELATED SERVICES CONTRACT HOURLY 2025 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: _____

Sending District Code: _____

Receiving District: Morris-Union Jointure Commission

Receiving District Code: 3395

Class Name: _____

Teacher: _____

School: Developmental Learning Center NP / WN

School Code: 050 / 080

Contact Person: _____

Phone #: _____

PERSONAL ONE-TO-ONE TEACHER ASSISTANT

___ Full Day (FT)

___ Half-Time (PT)

ESY COST

\$12,761.00

\$6,381.00

SERVICES REQUESTED: (check one only)

___ Adaptive Physical Education

___ Occupational Therapy Services w/OTR

___ Physical Therapy Services

___ Speech/Language Services

COST/HOUR

Member

Non-Member

\$205

\$270

\$210

\$280

\$230

\$310

\$245

\$330

INSERVICES

___ Inservice half day

___ Inservice full day

COST PER INSERVICE

\$790

\$1,050

\$1,395

\$1,860

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: $\frac{1}{2}$ 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.

(Print) Director of Special Services

(Signature) Director of Special Services

Date

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

AGREEMENT dated this day _____ between the **School 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.

- 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 two full-time teacher assistants will not be available during the lunch period.
3. This AGREEMENT shall be in effect for **2025 ESY**. The educational services for a **full-time teacher assistant** shall commence **June 25, 2025** and terminate on the last day of the Morris-Union Jointure Commission Extended School Year Program, **August 6, 2025**.

For educationally disabled student(s) enrolled the first school day of the Extended School Year, the SENDING DISTRICT agrees to pay **\$12,761.00 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.


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 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 **March 17, 2025**.

President, Sending District Board of Education

Board Secretary, Sending District
Board of Education



Matthew Spelker, Receiving District Board of Education



Jason Parenti, Board Secretary
Receiving District Board of Education

Morris-Union Jointure Commission
Developmental Learning Center – New Providence, Warren
Full-time Personal One-to-One Teacher Assistant
For students who attend the DLCs 2025 – 2026 School Year

AGREEMENT dated _____ between the **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:

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**clusively 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 two full-time teacher assistants will not be available during the lunch period.

3. This AGREEMENT shall be in effect for the **2025-2026 school year**. The educational services for a full-time teacher assistant shall commence **June, 25, 2025** and terminate on the last day of the Morris-Union Jointure Commission school year as set in accordance with state regulations. For educationally disabled student(s) enrolled the first school day of the School Year, the SENDING DISTRICT agrees to pay **\$76,569.00 fee** for services based upon the annual fee for the RECEIVING DISTRICT. If the student starts after the first day of school, the SENDING 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 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 date of **March 13, 2025.**

President, Sending District
Board of Education



Matthew Spelker, President
Receiving District Board of Education

Board Secretary, Sending District
Board of Education



Jason Parenti / Board Secretary,
Receiving District Board of Education

Morris-Union Jointure Commission
Developmental Learning Center-New Providence, Warren
Half-time Personal One-to-One Teacher Assistant
For students who attend the DLCs 2025 ESY and 2025- 2026 School Year

AGREEMENT dated this _____ between the **School 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.

- 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 **half-time teacher assistant**. The SENDING DISTRICT agrees to reimburse the RECEIVING DISTRICT for all costs associated with the employment of a **half-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 half-time teacher assistant that may or may not be the same teacher assistant on a daily basis. The services of the half-time teacher assistant will not be available during the lunch period.
3. This AGREEMENT shall be in effect for **2025 ESY and the 2025-2026 school year**. The educational services for a half-time teacher assistant shall commence **June 25, 2025** and terminate on the last day of the M01Tis-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 **\$6,381.00** 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 **\$38,283.00** after the first day of school, the SENDING 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 **half-time teacher assistant** 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 **March 17, 2025**.

Board President, Sending District



Matthew Spelker, Board President
Receiving District Board of Education

Board Secretary, Sending District
Board of Education



Jason Parenti, Board Secretary
Receiving District Board of Education

RIDER

This Rider is incorporated into the Agreement between the Union Township Board of Education and the Morris-Union Jointure Commission Board of Education for the 2025-2026 school year.

I. Background Check.

Provider (Receiving District) shall provide its New Jersey Department of Education Office of Student Protection Status (NJDOE OSPS) Application Approval Employment History Report including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement. During the term of the Agreement, Provider shall report to the Board any change in the information provided, including without limitation any arrest or conviction of any employees providing direct services to students. Failure to provide the NJDOE OSPS Application Approval Employment History Report or subsequent information about employees shall be considered a breach of Agreement.

II. Sexual Abuse/Child Abuse Disclosure Release Form

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