

**Morris-Union Jointure Commission
Developmental Learning Center – New Providence, Warren
Special Education Fee for Services Agreement
2024-2025 School Year**

AGREEMENT dated May 1, 2025 between the **Readington School District/Board of Education**, in the County of **Hunterdon**, 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:

Vasquez Perez, Kennedy, an educationally disabled resident student 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 - New Providence**. Related services components provided within the program include:

Any combination of Occupational Therapy,	(2) 30 minute individual sessions per week;
Counseling, and Speech and Language	
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. For educationally disabled student(s) enrolled at the **Developmental Learning Center-New Providence**.

Choose all that apply:

2a. **2024 Extended School Year Program**. For educationally disabled student(s) enrolled the first school day of the **Extended School Year**, the SENDING DISTRICT agrees to pay **\$17,479.00** fee for services to the RECEIVING DISTRICT by August 10, 2024.

2b. **2024 - 2025 Regular School Year**. 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 the **\$104,875.00** (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. 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.

iii. In the event the student is disenrolled mid-month, said month's fee for services will be calculated on a per diem basis by dividing one tenth of the annual fee by the number of possible school days in the month of disenrollment and then multiplying the result by the number of days the students was enrolled and shall be due no later than the last day of the month of disenrollment.

iiii. In the event that half time enrollment is agreed upon by the IEP Team, the sending district will be billed on a month to month basis for the duration of the half-time enrollment period at a monthly rate of one-half the monthly fee for services for full time enrollment.

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).

3. This AGREEMENT shall be in effect for the 2024 Extended School Year **and/or** the 2024-2025 school year. The educational services shall commence **May 1, 2025** and terminate on the last day of the Morris-Union Jointure Commission school year as set in accordance with state regulations. Notwithstanding the intended term of this Agreement, this Agreement may be terminated in writing at any time during the contractual period by the RECEIVING DISTRICT in accordance with N.J.A.C. 6A:14-7.7 if the RECEIVING DISTRICT determines that it can no longer continue providing the agreed-upon services due to unanticipated changes in staffing or resources, for example, and/or to protect the safety of the student and/or others.

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 the 2024 Extended School Year **and/or** 2024-2025 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. The RECEIVING DISTRICT follows the procedures of N.J.A.C. 6A:14 et seq in the event of the termination of the student,Âs placement.

7. In the event the student does not go home on the afternoon bus as arranged for by the sending district due to the student,Âs refusal, behavioral issue, or the bus not showing up, and all efforts to get transportation home for the student fail, the sending district will be charged the route cost of transportation by the MUJC Transportation Department, if such transportation is available. This is a last resort after exhausting all other attempts to get a student home using transportation arranged by the sending district.

8. 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,Â 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,Â 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 April 21, 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