

**Fee for Service Agreement  
Between Morris-Union Jointure Commission  
and Randolph Township Schools  
For An In-District Teacher of Students with Disabilities for Students with Autism  
2012 – 2013 School Year**

AGREEMENT dated this \_\_\_\_ day of April 2013 between the Morris-Union Jointure Commission, having principal offices at 340 Central Avenue, New Providence, New Jersey 07974, hereinafter the "COMMISSION," and the Randolph Township Schools, having principal offices at 25 School House Road, Randolph, New Jersey, 07869, hereinafter the "DISTRICT."

WHEREAS, the COMMISSION provides public school programs for students with autism or autistic-like behavior, employing the principles of applied behavior analysis and its various instructional methodologies; and

WHEREAS, the DISTRICT has resident students with autism who would benefit from the COMMISSION's services;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. TERM: The term of this Agreement shall be from April 15, 2013 through June 18, 2013.
2. SERVICES TO BE PERFORMED: The COMMISSION agrees to provide, and the DISTRICT agrees to pay the COMMISSION for one (1) full time Teacher of Students with Disabilities to serve resident students of the DISTRICT with autism. The one (1) Teacher of Students with Disabilities will be under the direction of the Principal – Center Grove School, employed by the DISTRICT. The Program shall operate on school days in accordance with the DISTRICT's calendar.
3. CONTRACT PRICE AND PAYMENT: The DISTRICT shall pay the COMMISSION a fee of nineteen thousand three hundred twenty four dollars (\$19,324) for the one (1) Teacher of Students with Disabilities. Payments shall be made in monthly installments with each payment due on or before the last day of the month of service. Upon request, the COMMISSION shall provide the DISTRICT with a voucher for each month of service. The contract price shall not be subject to reduction or offset due to sick, personal or unpaid days accessed by the Teacher of Students with Disabilities.
4. INDEMNIFICATION: To the fullest extent permitted by law, the DISTRICT shall indemnify and hold harmless the COMMISSION, its officials, employees, and agents from and against all claims, damages, and expenses, including but not limited to reasonable attorney's fees, arising from, in connection with, or as a result of this fee for services agreement or the provision of services hereunder. This indemnification and hold harmless obligation, however, shall not extend to any liability with respect to or arising out of any loss determined by a court of competent jurisdiction to be attributable solely to the negligence, willful misconduct or intentional wrongdoing of the COMMISSION, its officials, employees, and/or agents. In the event that the COMMISSION is named as a party to any special education proceeding involving a DISTRICT student, DISTRICT shall reimburse the COMMISSION for reasonable attorney's fees incurred by the COMMISSION in the proceeding.
5. INSURANCE: The DISTRICT shall name the COMMISSION and its officials and employees as additional insureds on the DISTRICT's general liability insurance policy during the term of this Agreement and upon its execution, shall furnish the COMMISSION with a copy of the certificate of insurance reflecting such additional insureds status. The COMMISSION shall maintain statutory workers' compensation insurance in

accordance with New Jersey law with regard to its employees who staff the Program. Upon request, the COMMISSION shall furnish the District with evidence of such coverage.

6. COMPLIANCE WITH LAWS: The COMMISSION agrees to comply with applicable New Jersey statutes and the regulations of the State Board of Education in providing the educational services under this Agreement. Without limiting the foregoing, the COMMISSION shall protect the confidentiality of student records and information in accordance with law, and the COMMISSION shall cause the employees who staff the Program to undergo a criminal history record review in accordance with law.

7. ASSIGNMENT, COMPLETE AGREEMENT, CHANGES. Neither party may assign this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, understandings, or promises, if any, between the parties with regard to its subject matter. No additions, changes or modifications, renewals, or extensions shall be binding unless in writing signed by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed on the date first above written.

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President,  
Randolph Township Public Schools

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Patrick Spagnoletti, President  
Morris-Union Jointure Commission Board of Education

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Board Secretary,  
Randolph Township Public Schools

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Michael Davison, Board Secretary  
Morris-Union Jointure Commission Board of Education