

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

AGREEMENT dated this 18th 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 Board of Education, 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 has properly trained employees capable of implementing such programs; and

WHEREAS, the DISTRICT has resident students with autism who would benefit from the COMMISSION's services of a Teacher of Students with Disabilities;

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 19, 2013 through and including 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. These services shall be provided on school days in accordance with the DISTRICT's calendar.
3. CONTRACT PRICE AND PAYMENT: The DISTRICT shall pay the COMMISSION a fee of sixteen thousand two hundred twelve dollars (\$16,212) for the services of one (1) Teacher of Students with Disabilities. This fee is based upon the Teacher working eight (8) school days in April, twenty-two (22) school days in May and twelve (12) school days in June 2013. Payments shall be made in monthly installments with each payment due on or before the last day of the month of service. 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 of the Teacher of Students with Disabilities that do not exceed five school days.
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 to the negligence, willful misconduct or intentional wrongdoing of the COMMISSION, its officials, employees, and/or agents.

To the fullest extent permitted by law, the COMMISSION shall indemnify and hold harmless the DISTRICT, 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 to the negligence, willful misconduct or intentional wrongdoing of the DISTRICT, its officials, employees, and/or agents.

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 the Teacher of Students with Disabilities. The COMMISSION shall furnish the District with evidence of such coverage.

6. EARLY TERMINATION: Either party may terminate this Agreement prior to the services end day by providing the other party ten (10) school days' prior written notice.

7. 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 provide the District with proof that the Teacher of Students with Disabilities has undergone a criminal history record review in accordance with law.

8. 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.

President,
Randolph Township Public Schools

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

Board Secretary,
Randolph Township Public Schools

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