

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

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**TO: Greg Tatum**

**C: Diane Cappiello  
Julia Vicidomini**

**From: Kim Conti**

**Re: Board Agenda**

**Date: April 27, 2020**

**Approve Dr. Isabel Carotenuto to provide Neurodevelopmental Evaluations at the rate of \$490.00 per evaluation not to exceed \$9,800.00 for the 2020-2021 school year. (Acct # 11-00-219-320-01-19)**

ADDENDUM  
TO  
AGREEMENT BETWEEN  
TOWNSHIP OF UNION BOARD OF EDUCATION  
AND  
**Dr. Isabel Carotenuto**

This Addendum to the Contract Neurodevelopmental Evaluations is entered into between the Township of Union Board of Education ("Board") and Dr. Isabel Carotenuto on this First day of July, 2020.

In consideration of the mutual promises, covenants, and agreements contained in the Contract Dr. Isabel Carotenuto parties agree as follows:

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, Dr. Isabel Carotenuto hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. Dr. Isabel Carotenuto agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the Dr. Isabel Carotenuto shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement the day and year first above written.

By:

✓ Mr. Carter MD