

E-39

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

TO: Greg Tatum

**C: Diane Cappiello
Julia Vicidomini**

From: Kim Conti 

Re: Board Agenda

Date: June 4, 2019

Approve Union County Educational Service Commission, (45 Cardinal Drive, Westfield NJ 07090) to provide Teacher of the Deaf services at the rate of \$109.00 per hour, not to exceed \$4,000.00 for the 2019-2020 school year. (Acct# 11-000-216-320-01-19)



Connie Krupa <ckrupa@twpunionschools.org>

Teacher of the Deaf

Marianne Generelli <mgenerelli@ucesc.org>
To: "Krupa, Connie" <ckrupa@twpunionschools.org>
Cc: Eric Larson <elarson@ucesc.org>

Tue, Jun 4, 2019 at 10:26 AM

The 2019-2020 school year rate for Teacher of the Deaf services will be 109.00 per hour. The rate was rounded to the nearest dollar.
Thank you.

Marianne Generelli
Accounts Receivable Coordinator
908-233-9317 extension 247

ADDENDUM
TO
AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
UNION COUNTY EDUCATION SERVICES

This Addendum to the Contract TEACHER OF THE DEAF is entered into between the Township of Union Board of Education ("Board") and UNION COUNTY EDUCATION SERVICES on this 13 day of February, 2019.

In consideration of the mutual promises, covenants, and agreements contained in the Contract agree UNION COUNTY EDUCATION SERVICES 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, hereby UNION COUNTY EDUCATION SERVICES acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. UNION COUNTY EDUCATION SERVICES agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, UNION COUNTY EDUCATION SERVICES 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:

Jules E. Kirsch

3/6/19
