

**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: May 2, 2019

Please place the following on the board agenda.

Approve The Uncommon Thread for BCBA Supervision at a rate not to exceed \$130.00 per hour. Total not to exceed \$11,700.00 for the 2020-2021 school year. (Account #11-000-216-320-01-19)



Scope of Work for Union Township Public Schools

created 1/22/2020

District Need Assessments: 1. BCBA services for Student for entire 2020-2021 School Year (BCBA 4 hours per day, twice per month, plus 1 hour collaborative session once per month)

Project Time Frames: September 2020 - June 2021

Please reference Master Service Agreement signed 2/21/2018 for terms and conditions.

1. BCBA services for Student for entire 2020-2021 School Year
BCBA services 4 hours, 2 times per month, plus 1 hour collaborative session between September 2020 and June 2021

	<u>Rate/Hour</u>	<u>Hrs per Day</u>	<u>Days per Month</u>	<u>Add'l Hours/Month</u>	<u>Months</u>	<u>Total Hours</u>	<u>Total Cost</u>
BCBA	\$130	4	2	1	10	90	\$11,700

Total Cost
\$11,700

Accepted:

The Uncommon Thread	Union Township Public Schools
By: _____	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

*This Scope of Work is contingent upon the Uncommon Thread finding and retaining adequate personnel to provide the services set forth herein.
 **In the event The Uncommon Thread is unable to find and retain adequate personnel, The Uncommon Thread has the right to terminate this Agreement.
 ***In the event additional services or hours are needed/requested beyond those set forth above; the rates shall be those listed in the current Master Service Agreement
 ****In the event the district decides to cancel services set forth herein, the district will provide The Uncommon Thread with written notice 45 days prior to cancellation.

ADDENDUM
TO
AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
THE UNCOMMON THREAD

This Addendum to the Contract BCBA is entered into between the Township of Union Board of Education ("Board") and THE UNCOMMON THREAD on this 11th day of May, 2020

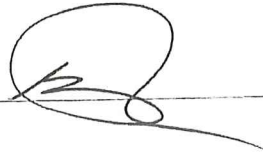
In consideration of the mutual promises, covenants, and agreements contained in the Contract agree THE UNCOMMON THREAD follows:

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 THE UNCOMMON THREAD acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. THE UNCOMMON THREAD agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, THE UNCOMMON THREAD 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:



Greg Carr

5/27/2020
