

**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 Item

Date: April 29, 2020

Approve Assistive Tek to provide Assistive Technology as follows:

- Evaluations at the rate of \$1300
- Consulting at the rate of \$200 per hour 2 hr. minimum
- Training \$3000 Full day \$1500 ½ day.

Above not to exceed \$5,800.00 for the 2020-2021 school year.

Acct: 11-000-219-320-01-19 & Acct: 11-000-219-320-02-19

AssistiveTek, LLC
Brian S. Friedlander, Ph.D.
174 Stephensburg Road
Port Murray, NJ 07865

908-852-3460
Fax: 908-235-4218

Fee Schedule for 2020-21 School Year

Assistive Technology Evaluation with Report		\$1300.00
Assistive Technology Consulting		\$200 per hour with 2 hr. minimum
Assistive Technology Consulting Online		\$200 per hour
Assistive Technology ½ day Training		\$1500.00
Assistive Technology Full Day Training		\$3000.00

AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
[INSERT COMPANY NAME]
AssistiveTEK, LLC

This Addendum to the Contract *AssistiveTEK, LLC* is entered into between the Township of Union Board of Education ("Board") and [INSERT COMPANY NAME] on this 7 day of May 2020,

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

Furthermore, the [] 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:

B. S. Krollander, PhD
Assistant to K, LLC 5/7/2020
