F-25

# DEPARTMENT OF SPECIAL SERVICES Township of Union Public Schools M-E-M-O-R-A-N-D-U-M

TO:

Gregory Tatum

C:

Diane Cappiello

Julia Vicidomini

FROM:

Latesha Jenkins

RE:

Board Agenda

DATE:

5/1/19

Approve teachers employed through Silvergate Prep, 981 Route 22 West, Suite 202, Bridgewater, New Jersey 08807 to provide bedside instruction for District students on an "as needed" basis for the 2019-2020 school year in the amount not to exceed \$10,000.00 in accordance with the information in the hands of each board member. (7693-11-150-100-320-01-19)



#### **Homebound Instruction Agreement**

Date: 4-29-19

To: Union

Attn: Ms. Claire Weber

From: Alexandra Arnese, Educational Director

This is the 2019-2020 Silvergate Prep Homebound Instruction Agreement.

Billing is \$50 per hour for a total of 5-10 hours per week; dependent upon classification.

At the end of each week, student work will be provided to the school. A weekly itemized bill detailing the instructional hours will be sent to the district finance department.

Educational Services, billing and payments will be handled through Silvergate Prep (New Jersey Approved Provider Code 35 5035 160). If there is additional information you require, please contact Felicia Rembert at frembert@silvergateprep.com. Thank you for your assistance.

| School District: | Silvergato Prep:     |
|------------------|----------------------|
| Signature        | Signature            |
|                  | Alexandra Arnese     |
| Name             | Name                 |
|                  | Educational Director |
| Title            | Title                |
|                  | <u>4-29-19</u>       |
| Date             | Date                 |

981 Route 22 West, Suite 202 Bridgewater, NJ 08807 908-801-6700 x6101 www.SilverGatePrep.com



# Billing:

Silvergate Prep will provide a weekly detailed invoice to the school district based on the school district's rules (hours approved per child, cost per hours, invoicing process, etc.). Payment is expected within 30 days of receipt of invoice. Payments should be made payable to Silvergate Prep. Silvergate Prep pays each certified teacher directly.

# Services Offered:

Students assigned to Silvergate Prep receive direct instruction by a NJ certified teacher.

### Contract:

THERE IS NO REQUIRED MINIMUM CONTRACT WITH THE SCHOOL DISTRICT. Silvergate Prep will work with one student or 100 students. Since we do not require a minimum amount of hours, there are no risks to utilizing our program.

#### Contact:

Felicia Rembert Program Administrator/ Contracts Coordinator Office: 908-801-6700 Ext. 6101

Fax: 908-223-5425

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# ADDENDUM TO AGREEMENT BETWEEN TOWNSHIP OF UNION BOARD OF EDUCATION AND Silvergate Prep

In consideration of the mutual promises, covenants, and agreements contained in the Contract Homebound Instruction Agreement, 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, [COMPANY] hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. Silvergate Prep agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, Silvergate Prep 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:

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