

File

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: 5/1/2019

Approve teachers employed through CCBH Inc. 356 Horseneck Road, Fairfield, NJ 07004 on an "as needed" basis for the school year 2018-2019 in the amount not to exceed \$11,000.00 in accordance with the information in the hands of each board member.
(7693-11-150-100-320-01-19)

CCBH INC.
356 Horseneck Road
Fairfield, New Jersey 07004
TEL: 973-575-2794, EXT 1
EMAIL: CCBHCORP@GMAIL.COM
HOME INSTRUCTION SERVICES: 2019 School Year
Public and Non-Public Schools

**Pursuant to official action taken at the meeting of the Special Service Directors of
UNION PUBLIC SCHOOLS /CHILD STUDY TEAM in the County of UNION.**

- **UNION PUBLIC SCHOOLS/CHILD STUDY TEAM**
- **Home Instruction services to students attending the
CENTER FOR CHILDREN'S BEHAVIORAL HEALTH.**
- **The terms of this agreement shall be in effect from JAN 1, 2019 through
JUNE 30, 2019.**

Billing and Payment

- **UNION PUBLIC SCHOOLS/CHILD STUDY TEAM agrees to pay \$75.00 per
hour / per student for Home Instruction Services.
All billing will be forwarded to said District every 30 days unless otherwise
agreed upon. CCBH INC., will complete all invoices and required
paperwork on time.**

SERVICES:

- **CCBH INC. will provide Certified Teachers for Home Instruction
services to UNION PUBLIC SCHOOLS School District.**
- **CCBH INC. will provide 2 hours per day, Monday through Friday up to 10
hours per week of education.**

TERMINATION CLAUSE:

- **Services provided by CCBH INC. may be terminated by either party
upon giving 30 days written notification in advance of such termination.**

STAFF:

- **Certified Teachers who work with CCBH INC.**

HOLD HARMLESS:

CCBH INC. agrees to hold the UNION PUBLIC SCHOOL DISTRICT harmless from any and all liability or claims, including legal fees and the cost associated with same, arising out of the terms and conditions of the agreement between the parties, agents, and/or representative of CCBH INC.

IN WITNESS WHEREOF, the Board of Directors of UNION PUBLIC SCHOOLS , in the County of UNION, and the Board of Directors of CCBH INC. have by resolution, directed that their respective Presidents or Secretaries must affix to this agreement, a certified copy of the board resolution approving said agreement.

BOARD OF CCBH INC.

Approved Date: 1/1/2019

President: JONATHAN AMSEL, CCBH

BOARD OF DIRECTORS for: UNION PUBLIC SCHOOLS;

Approved Date: _____

President: _____

Note: Any alteration of this agreement/contract is expressly prohibited without the written consent of CCBH INC.

CCBH INC. is an Equal Opportunity Employer (EOE) and as such, is governed by the Employment goals promulgated by federal and state regulations.

ADDENDUM
TO
AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
CCBH Inc

This Addendum to the Contract CCBH Inc. is entered into between the Township of Union Board of Education ("Board") and CCBH Inc. on this 1st day of May, 2019.

In consideration of the mutual promises, covenants, and agreements contained in the Contract CCBH Inc. 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. The CCBH Inc. agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the CCBH Inc. 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:

Jonathan Amiel - President
JA 5-1-19

