

**EARLYCARE PROGRAM CONTRACT  
WITH GATEWAY YMCA**

Earlycare Program Operator contract made this 22<sup>nd</sup> day of August, 2017 between The Gateway Family YMCA, Five Points Branch, with offices located at 201 Tucker Avenue, Union, New Jersey 07083, hereinafter called the "Operator" and the Union Township Board of Education, located at 2369 Morris Avenue, Union, New Jersey, hereinafter called the "Board".

**WITNESSETH:**

That the Operator and the Board for the consideration hereinafter named agree as follows:

**ARTICLE 1 – SCOPE OF SERVICE**

The Operator shall operate the Earlycare program ("Program") to be located at Battle Hill, Connecticut Farms, Hannah Caldwell, Franklin, Jefferson, Livingston and Washington Elementary Schools.

**ARTICLE 2 – TERM AND HOURS OF OPERATION**

This Contract shall be effective the period September 1<sup>st</sup>, 2017 through June 30<sup>th</sup>, 2018 subject to termination as set forth in Article 4. The hours of operation shall be from 7:30 a.m. to 9:30 a.m.

**ARTICLE 3 – CRIMINAL BACKGROUND CHECK**

All Program employees shall have completed and passed a criminal background check prior to working in the Program. The background check must be on record with the Operator in order for the employee to be permitted in the school facility during Program operating hours.

**ARTICLE 4 – CONSIDERATION**

The Operator shall pay the Board the following fees: Seven (7) sites X \$10.00 per day times number of days equals total fee; payable monthly. Payment is due on the first day of each month.

**ARTICLE 5 – RIGHT OF TERMINATION**

Either party shall have the right to terminate this Contract upon giving to the other party a minimum of thirty (30) days written notice of its desire and intention to so terminate. Written notice furnished, pursuant to this provision, shall be forwarded by certified mail, return receipt requested, addressed to the Operator at the address shown at the head of this Contract and to the

Board in care of the School Business Administrator/Board Secretary at the address shown at the head of this Contract

#### **ARTICLE 6 – COMPLIANCE**

The Operator shall be deemed to have full knowledge of all Federal, State and Local Rules and Regulations applicable to the work and agrees to abide thereby, including but not limited to N.J.S.10:2-1 et seq. relating to discrimination in employment; P.L. 1975, c. 127 relating to affirmative action. The Operator agrees to comply with all Board policies and regulations.

#### **ARTICLE 7 – NON-ASSIGNABILITY OF AGREEMENT AND NON-SUBCONTRACTING**

The Operator shall not assign its right or obligation under this Contract without the prior written consent of the Board. The Operator shall not subcontract any of its obligations under this Contract.

#### **ARTICLE 8– INDEMNIFICATION**

The Operator shall indemnify, defend and hold harmless the Board from any and all actions, suits or causes of action which accrue or may accrue in the future against the Operator or the Board as a result of the operations conducted by the Operator on Board property. The Board shall be indemnified to the full extent of any settlements, judgments, costs or attorney fees, as applicable, which may be assessed against the Operator and/or the Board as a result of the operation of this early care program.

#### **ARTICLE 9 – INSURANCE**

The Operator shall maintain a policy of insurance to provide for \$1,000,000.00 per occurrence and a \$3,000,000 general aggregate on commercial general liability; \$1,000,000.00 professional liability with a maximum \$2,500.00 deductible and state required workers' compensation insurance. All policies shall be maintained in full force and effect during the period of operation. In addition, the Union Township Board of Education shall be named as an additional insured on all such policies. The Board shall be provided with a minimum thirty (30) days' notice as to any modification or cancellation of said policy.

**IN WITNESS WHEREOF**, The Gateway Family YMCA, Five Points Branch, the Operator, and the Union Township Board of Education, the Board, have caused this Contract to be executed on the day and year first above written.

ATTEST:

THE GATEWAY FAMILY YMCA,  
FIVE POINTS BRANCH

\_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

UNION TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
GREGORY E. BRENNAN  
BOARD SECRETARY

By \_\_\_\_\_  
RON McDOWELL  
BOARD PRESIDENT

BOARD APPROVAL: August 22, 2017



**AFTERCARE PROGRAM CONTRACT  
WITH GATEWAY FAMILY YMCA**

Aftercare Program Operator contract made this 22<sup>nd</sup> day of August 2017 between The Gateway Family YMCA, Five Points Branch, located at 201 Tucker Avenue, Union, New Jersey 07083, hereinafter called the "Operator" and the Union Township Board of Education, located at 2369 Morris Avenue, Union, New Jersey, hereinafter called the "Board".

**WITNESSETH:**

That the Operator and the Board for the consideration hereinafter named agree as follows:

**ARTICLE 1 – SCOPE OF SERVICE**

The Operator shall operate the Aftercare Program ("Program") to be located at Battle Hill, Connecticut Farms, Hannah Caldwell, Franklin, Jefferson, Livingston and Washington Elementary Schools.

**ARTICLE 2 – TERM AND HOURS OF OPERATION**

This Contract shall be effective the period September 1<sup>st</sup>, 2017 through June 30<sup>th</sup>, 2018 subject to termination as set forth in Article 4. The hours of operation shall be from 2:30 p.m. to 6:30 p.m.

**ARTICLE 3 – CRIMINAL BACKGROUND CHECK**

All Program employees shall have completed and passed a criminal background check prior to working in the Program. The background check must be on record with the Operator in order for the employee to be permitted in the school facility during Program operating hours.

**ARTICLE 4 – CONSIDERATION**

The Operator shall pay the Board the following fees: Seven (7) sites X \$15.00 per day times number of days equals total fee; payable monthly. Payment is due on the first day of each month.

**ARTICLE 5 – RIGHT OF TERMINATION**

Either party shall have the right to terminate this Contract upon giving to the other party a minimum of thirty (30) days written notice of its desire and intention to terminate. Written notice furnished, pursuant to this provision, shall be forwarded by certified mail, return receipt requested, addressed to the Operator at the address shown at the head of this Contract and to the Board in care of the School Business Administrator/Board Secretary at the address shown at the head of this Contract

## **ARTICLE 6 – COMPLIANCE**

The Operator shall be deemed to have full knowledge of all Federal, State and Local Rules and Regulations applicable to the work and agrees to abide thereby, including but not limited to N.J.S.10:2-1 et. seq. relating to discrimination in employment; P.L. 1975, c. 127 relating to affirmative action. The Operator agrees to comply with all Board policies and regulations.

## **ARTICLE 7 – NON-ASSIGNABILITY OF AGREEMENT AND NON-SUBCONTRACTING**

The Operator shall not assign its right or obligation under this Contract without the prior written consent of the Board. The Operator shall not subcontract any of its obligations under this Contract.

## **ARTICLE 8 – INDEMNIFICATION**

The Operator shall indemnify, defend and hold harmless the Board from any and all actions, suits or causes of action which accrue or may accrue in the future against the Operator or the Board as a result of the operations conducted by the Operator on Board property. The Board shall be indemnified to the full extent of any settlements, judgments, costs or attorney fees, as applicable, which may be assessed against the Operator and/or the Board as a result of the operation of this aftercare program.

## **ARTICLE 9 – INSURANCE**

The Operator shall maintain a policy of insurance to provide for \$1,000,000.00 per occurrence and a \$3,000,000 general aggregate on commercial general liability; \$1,000,000.00 professional liability with a maximum \$2,500.00 deductible and state required workers' compensation insurance. All policies shall be maintained in full force and effect during the period of operation. In addition, the Union Township Board of Education shall be named as an additional insured on all such policies. The Board shall be provided with a minimum thirty (30) days' notice as to any modification or cancellation of said policy.

**IN WITNESS WHEREOF**, The Gateway Family YMCA, Five Points Branch, the Operator, and the Union Township Board of Education, the Board, have caused this Contract to be executed on the day and year first above written.

ATTEST:

THE GATEWAY FAMILY YMCA,  
FIVE POINTS BRANCH

\_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

UNION TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
GREGORY E. BRENNAN  
BOARD SECRETARY

By \_\_\_\_\_  
RON McDOWELL  
BOARD PRESIDENT

BOARD APPROVED: August 22, 2017