

TRANSPORTATION CONTRACT

Contract made this 13th day of September, 2011 between Y.M.C.A. of Eastern Union County, with offices located at 135 Madison Avenue, Elizabeth, New Jersey, 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 to be located at Hannah Caldwell Elementary School for fifth graders who attend school at Hamilton Elementary School. The Board agrees to provide transportation from Hamilton Elementary School to Hannah Caldwell Elementary School every afternoon that school is in session. The Operator shall supply a minimum of one (1) counselor who shall be responsible for the children at all times including but not limited to loading, transportation, unloading and riding on the bus with the children.

ARTICLE 2 – TIMES OF SERVICE

This Contract shall be effective immediately and shall end when the YMCA obtains State of New Jersey approval for daycare licensure at Hamilton Elementary School.

ARTICLE 3 – CONSIDERATION

The Operator shall pay the Board twenty-five dollars (\$25) per day times the number of school days equals total fee; payable monthly. Payment is due on the first day of each month.

ARTICLE 4 – 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 Board Secretary at the address shown at the head of this Contract.

ARTICLE 5 – 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.

ARTICLE 6 – 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 without prior written consent of the Board.

ARTICLE 7 – 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 or the Board during transportation . 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 transportation program.

ARTICLE 8 – 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 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, Y.M.C.A. of Eastern Union County, 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:

Y.M.C.A. OF EASTERN UNION COUNTY

By: _____

UNION TOWNSHIP BOARD OF EDUCATION

FRANCIS R. PERKINS
BOARD PRESIDENT

By: _____
JAMES J. DAMATO
BOARD SECRETARY