

**AFTERCARE PROGRAM CONTRACT  
WITH GATEWAY FAMILY YMCA**

Aftercare Program Operator contract made this **29 day of July 2023** 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 and Burnet and Kawameeh Middle Schools.

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

This Contract shall be effective the period **September 1<sup>st</sup>, 2023 through June 30<sup>th</sup>, 2024** 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., Monday through Friday.

**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: Nine (9) sites at \$15.00 per day times number of days of operation for each month equals total fee; payable monthly. Payment for a month is due by the 10th day of the following 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 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

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By: Melynda Disla  
Melynda Disla  
CHIEF EXECUTIVE OFFICER

TOWNSHIP OF UNION BOARD OF  
EDUCATION

\_\_\_\_\_  
YOLANDA KOON  
BOARD SECRETARY

By \_\_\_\_\_  
Marissa McKenzie  
BOARD PRESIDENT

BOARD APPROVED: August 15, 2023

## **Addendum to Aftercare Program Contract with Gateway YMCA**

WHEREAS, the Union Township Board of Education (“the Board”), located at 2369 Morris Avenue, Union, New Jersey and the Gateway Family YMCA, Five Points Branch, located at 201 Tucker Avenue, Union New Jersey 07083 (the “YMCA”), entered into an agreement on **July 29, 2023** (“Agreement”) for Aftercare program (the “Program”); and

WHEREAS, the New Jersey Department of Health, the New Jersey Department of Education have issued guidance and mandates, and the Governor of the State of New Jersey has issued Executive Orders (collectively “State”), relating to operation of childcare programs, and provision of educational services and activities; and

Whereas, the Center for Disease Control and Prevention (the “CDC”) has issued guidelines and recommendations; and

Whereas, the Board and the YMCA are desirous to ensure the health and safety of the students attending the Program during this COVID-19 pandemic, and seek to minimize the spread of COVID-19 among staff, students, and the public, the Parties agree as follows:

### **Obligations of the YMCA to Comply with State Health and Safety Requirements**

The Board anticipates that the State will be issuing directives and guidelines concerning steps that must be taken by all schools, including preschools and childcare programs, to safeguard and preserve the health and safety of students and staff. These steps may include, without limitation, sanitizing, screening and social distancing measures. The Board requires that the YMCA acknowledge that it will abide by and implement all health and safety measures directed by the State.

### **Obligations of the YMCA to Implement CDC Guidelines and Recommendations**

The Board anticipates that the CDC will continue to update COVID-19 related recommendations and/or guidelines. This may include, but is not limited to, recommendations and/or guidelines regarding masks, social distancing, and cleaning/disinfecting surfaces. The

Board requires that the YMCA will review and implement recommendations and/or guidelines from the CDC that are not inconsistent with the State's Health and Safety Requirements.

IN WITNESS THEREOF, the Board and the YMCA have caused this Addendum to the Agreement to be executed on the 29 day of July 2023.

*Melynda Disla*

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Melynda Disla  
Chief Executive Officer  
Gateway Family YMCA, Five Points Branch

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Marissa McKenzie  
Board President  
Union Township Board of Education

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Yolanda Koon  
Board Secretary  
Union Township Board of Education

Board Approved: August 15, 2023