

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

TO: Dr. Scott Taylor

CC: Diane Cappiello
Gerald Benaquista
Dr. Gretel Perez
Yolanda Koon
Bernadette Watson

FROM: Kim Conti 

RE: Board Agenda

DATE: April 3, 2023

Approve student use of the YMCA for Community Based Instruction (CBI) for the 2023-2024 school year; student costs are not expected to exceed \$2,100.00.

Account #: 7043/11-000-216-320-01-19

CONTRACT – COMMUNITY BASED INSTRUCTION PROGRAM

This agreement (the "Contract") is made this 28th of March 2023 between The Gateway Family YMCA, with offices at 144 Madison Avenue, Elizabeth, New Jersey, hereinafter called the "YMCA" and the Union Township Board of Education, located at 2369 Morris Avenue, Union, New Jersey, hereinafter called the "Board".

WITNESSTH: That the YMCA and the Board for the consideration hereinafter named as follows:

ARTICLE 1 – SCOPE OF SERVICE

The YMCA shall provide membership at the YMCA's Wellness Center location (the "Program") for children to be identified by the Board.

ARTICLE 2 – TIMES AND LOCATION OF SERVICE

This Contract shall be effective the period July 1, 2023 through June 30, 2024 subject to termination as stated in Article 5. The Program shall be held at the Wellness Center location and operated on days identified by the Board which shall be during normal YMCA times of operation.

ARTICLE 3 – CONSIDERATION

The Board shall pay the YMCA the following fees per month for the service provided for each identified child in the Program: \$25 per month of service, per individual.

ARTICLE 4 – OTHER PROVISIONS

- A) The Board shall provide that the school district shall have an aide that shall accompany the special needs child while attending the Program. The cost for the aide shall be the responsibility of the Board. The aide shall be a guest of the YMCA and shall not have rights of YMCA membership.
- B) The parent or guardian of the special needs child will be required to complete a YMCA Membership Registration Packet prior to the child attending the Program.

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, and addressed to the other party at the address for such party provided above. If such correspondence is being addressed to the Board, it shall be sent to the Board Secretary.

ARTICLE 6 – COMPLIANCE

By signing this Contract, the YMCA deems to have knowledge of all Federal, State and Local Rules and Regulations applicable to standard aftercare 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 7 – NON-ASSIGNABILITY OF CONTRACT AND NON-SUBCONTRACTING

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

ARTICLE 8 – INDEMNIFICATION

The YMCA 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 YMCA or the Board as a result of the operations conducted by the YMCA on Board property. The Board shall be indemnified to the full extent of any settlements, judgements, costs or attorney fees, as applicable, which may be assessed against the YMCA and/or Board as a result of the operation of this Community Based Instruction program.

The Board shall indemnify, defend and hold harmless the YMCA from any and all actions, suits or causes of action which accrue or may accrue in the future against the behaviorist or aide as a result of the operations conducted by the either the behaviorist or aide as they may impact the special needs child and while on Board property. The YMCA shall be indemnified to the full extent of any settlements, judgements, costs or attorney fees, as applicable,

which may be assessed against the YMCA and/or Board as a result of such action.

ARTICLE 9 – INSURANCE

The YMCA shall maintain a policy of insurance to provide for \$1,000,000 per occurrence and a \$3,000,000 general aggregate on commercial general liability; \$1,000,000 professional liability with a maximum \$2,500.00 deductible and state required worker's 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, The Gateway Family YMCA, the "YMCA", 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: By: Michael Klidas_

THE GATEWAY FAMILY YMCA

Witness:

By _____

Melynda Disla, CEO

Witness:

Union Township Board of Education
