

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

TO: Dr. Scott Taylor

C: Gerald Benaquista, Yolanda Koon, Kim Conti, Bernadette Watson, Diane Cappiello

FROM: Joseph Seugling

RE: Board Agenda

DATE: 2021-09-30

Approve student use of the YMCA for Community Based Instruction (CBI) for the 2021-2022 School Year. Student costs are not expected to exceed \$1100.00.

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

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE TOWNSHIP OF UNION
AND
THE GATEWAY FAMILY YMCA
FOR
COMMUNITY BASED INSTRUCTION PROGRAM**

This MEMORANDUM OF AGREEMENT ("MOA") is made on this 3rd day of August, 2021, between the Board of Education of the Township of Union ("Board"), with its principal administrative office located at 2369 Morris Avenue, Union, New Jersey 07083, and The Gateway Family YMCA ("YMCA"), with its offices located at 144 Madison Avenue, Elizabeth, New Jersey 07201, hereinafter, collectively the "Parties."

WHEREAS, the Board is a corporate body politic organized under Title 18A, operating a pre-Kindergarten-12 public school district for the Township of Union ("District"); and

WHEREAS, the Board desires to provide its students with varied opportunities for Community Based Instruction (CBI) through partnerships with community organizations and agencies; and

WHEREAS, YMCA is a non-profit foundation committed to helping people and communities to learn, grow and thrive, by nurturing the potential of every child and teen, improving the nation's health and well-being, and supporting and serving their neighbors; and

WHEREAS, YMCA is a local community organization willing to offer the District's students with opportunities for CBI;

NOW THEREFORE, with the foregoing recitals incorporated herein by reference, the Parties hereby agree as follows:

Article 1 – Scope of Service

- A. The YMCA shall provide membership at the YMCA's Five Points Branch Location (the "Program") for up to five (5) children, to be identified by the District.
- B. The District shall have an aide accompany the student 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.
- C. The parent or guardian of the student will be required to complete a YMCA Membership Registration Packet prior to the student attending the Program.

Article 2 – Term and Location of Services

This MOA shall be effective from the period of September 1, 2021 through June 30, 2022 subject to termination as stated in Article 6. The Program shall be held at the Five Points Branch location and operated on days identified by the District which shall be during normal YMCA hours of operation.

Article 3 – Consideration

The Board shall pay the YMCA the following fees per month for the service provided for each identified student in the Program starting September 1, 2021: \$20 per month of service.

Article 4 – Health and Safety

YMCA shall ensure the health, safety and security of the Participants in accordance with all applicable Board policies and regulations, and State and Federal laws.

Article 5 – Confidentiality

YMCA agrees that all knowledge and information that it receives from the Board, or by virtue of providing the services under and pursuant to this MOA, relating to the students, shall for all purposes be regarded as strictly confidential and held by YMCA in confidence and shall not be disclosed by YMCA to any person whatsoever except to the Board or with the Board's prior written permission.

Article 6 – 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 with a copy of the correspondence to the district's director.

Article 7 – Compliance

By signing this MOA, the YMCA deems to have knowledge of all Federal, State and Local Rules and Regulations applicable to special services and agrees to abide thereby, including but not limited to N.J.S.A. 10:2-1 et seq. relating to discrimination in employment; N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, regarding Affirmative Action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act of 1990.

Article 8 – Non-assignability of contract and non-subcontracting

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

Article 9 – Indemnification

YMCA, to the fullest extent provided by law, shall defend, indemnify and hold the District, their respective officers, officials, employees and volunteers harmless from all claims, suits, actions, injuries, damages, losses, liabilities, demands, penalties, costs and expenses including, without limitation, attorney's fees, arising out of or resulting from the acts, errors or omissions of YMCA in connection with, and in performance of, this MOA, including for injuries and damages caused by the negligence of YMCA and its officers, officials, employees and volunteers. This indemnification obligation shall survive termination of the MOA.

In addition, the District, to the fullest extent provided by law, shall defend, indemnify and hold YMCA, its respective officers, officials, employees and volunteers harmless from all claims,

suits, actions, injuries, damages, losses, liabilities, demands, penalties, costs and expenses including, without limitation, attorney's fees, arising out of or resulting from the acts, errors or omissions of the District and any of its officers, officials, employees and volunteers in connection with, and in performance of, this MOA, including for injuries and damages caused by the negligence of the District and of its officers, officials, employees and volunteers. This indemnification obligation shall survive termination of the MOA.

Article 10 – 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 Board shall be named as an additional insured party on all such policies. The Board shall be provided with a minimum thirty (30) days' notice as to any modification or cancelation of said policy.

Article 11 – Entire Agreement

This MOA sets forth the entire understanding of the Parties as of the date of this MOA concerning the subject matter hereof, and no Party has relied upon any other representations, express or implied, which is not expressly contained herein. The MOA shall not be modified, except by writing signed by each of the Parties hereto.

Article 12 – Governing Law

This MOA shall, in all respect, be governed by and construed under the laws of the State of New Jersey.

Article 13 – Severability

If any term or condition of this MOA, or any application of this MOA shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and application shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the day and year first written above.

ATTEST:

By: *[Signature]*
Witness: *[Signature]*
By: _____
Witness: _____

THE GATEWAY FAMILY YMCA

[Signature]
Krystal R. Canady, CEO

Union Township Board of Education

Board Administrator/Board Secretary

