

BEFORE SCHOOL / AFTER SCHOOL SERVICE CONTRACT

between

**THE COMMUNITY YMCA (YMCA),
Tindall Road, Middletown, New Jersey 07748**

and

**MIDDLETOWN TOWNSHIP BOARD OF EDUCATION (MTBOE),
59 Tindall Road, Middletown, New Jersey 07748**

Purpose:

MTBOE is a body politic of the State of New Jersey which operates seventeen (17) public schools in Middletown Township, Monmouth County, New Jersey.

YMCA is a licensed Childcare Center licensed by the Bureau of Licensing, Division of Youth and Family Services and provides before-school and after-school services to school districts and others within the State of New Jersey.

YMCA does hereby agree to provide Before-school and After-school Programs at the twelve (12) Elementary and three (3) Middle Schools in the Middletown Township School District in accordance with the terms set forth herein. Actual program sites will be determined upon the parties' identification of interest at each of the referenced fifteen (15) schools.

The program provided by the terms of this Agreement is understood to be a program of the YMCA, provided with the consent of and on the property of the MTBOE, for the benefit of Middletown students.

Term and Termination:

Three (3) school years commencing on the first school day subsequent to September 1, 2009 and ending on the last school day prior to June 30, 2012. The parties shall confer with regard to renewal or extension of this Agreement not later than April 1, 2012.

Either party may cancel this Agreement only upon the provision of ninety (90) days' prior written notice.

Days of Operation:

Each and every day that schools are open during the 180 (+/-) day school year.

Hours of Operation:

Before School session: 7:45 a.m. to 8:45 a.m. [Elementary Schools only].

Additional before school services may be provided from 7:00 a.m. at some or all sites, based upon the interest determined by distributed surveys. The demand for such additional services will be determined jointly on a site-by-site basis based on financial feasibility and building availability.

Afternoon session: 3:00 p.m. to 6:00 p.m. [Elementary Schools]
2:40 p.m. to 6:00 p.m. [Middle Schools]

Services and Staff to be Provided:

In accordance with the proposal set forth in Exhibit A titled, “Wrap Around Early Care/Afterschool Program and Y-Clubs Proposal Developed for the Middletown Township Board of Education November 2008” (consisting of eight (8) pages, attached). The YMCA shall also provide parents and guardians with all necessary program information regarding the YMCA’s Policies on the Release of Students, Homework Contracts, Terms and Conditions of Participation, Medical and Emergency Information, Illness, Discipline, the availability of need-based financial assistance, termination policies, and other pertinent information.

Not later than June 23, 2009, the Community YMCA will directly inform all participating parents/guardians of all sites at which before and/or aftercare programs will be operating for the 2009-2010 school year.

The Community YMCA will schedule and hold transition / “meet and greet” meetings with the parents/guardians and Administration of each school at which programs will be provided, before the first week of the 2009-2010 school year, to familiarize the MTBOE and participating families with the program. At such meetings, parents/guardians of students receiving the services of one-to-one paraprofessionals will have the opportunity to meet their assigned paraprofessional.

All parties acknowledge that the services and programs represented in said Exhibit A constitute an overview of the program. The YMCA reserves the right to modify, reduce, add, or eliminate programs from time to time keeping in mind that the general purposes as set forth in the Afterschool Program overview (Exhibit A) are carried forth.

Staff applying, hired and assigned by the YMCA for this program will be fully qualified pursuant to the YMCA’s employment screening and qualification processes. Qualifications will include a background check, reference verification, fingerprinting and pre-employment drug testing. Criteria for hire include the following: Positions and criteria as set forth on the YMCA’s Certification for Specific Community YMCA Child Achievement Programs document and in accordance with New Jersey State licensing requirements including CPR Certification, First Aid and Epi-pen qualification. These

qualifications and criteria apply to employees providing services in the Wraparound Program and Y Clubs.

The Community YMCA guarantees a maximum student/staff ratio of fifteen to one. The staffing goal of the Community YMCA shall be to achieve an average student/staff ratio of twelve to one. Staff assigned to operate Y Clubs at any site in Middletown shall not be included in computing the ratios required for the wraparound program.

Facilities:

The MTBOE shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) to the YMCA in each of its twelve (12) Elementary and three (3) Middle Schools at no cost to the YMCA for each day of the 180 (+/-) day school year so as to ensure that the YMCA can conduct the Before-school/Afterschool Programs as set forth herein.

Student Fees:

For the first school year of this Agreement, YMCA shall charge student attendees monthly fees in accordance with the following schedule:

	<u>1 Day</u> <u>Weekly</u>	<u>2 Days</u> <u>Weekly</u>	<u>3 Days</u> <u>Weekly</u>	<u>4 Days</u> <u>Weekly</u>	<u>5 Days</u> <u>Weekly</u>
AM only beginning at 7:45	\$ 50	\$ 55	\$ 60	\$ 65	\$ 75
PM only 1 hour	\$ 25	\$ 40	\$ 50	\$ 65	\$ 75
PM only 2 hours	\$ 55	\$ 75	\$100	\$125	\$150
PM only 3 hours	\$ 80	\$115	\$150	\$190	\$225
Full AM (7:45) and PM	\$130	\$170	\$210	\$255	\$300
AM only beginning at 7:00**	\$ 75	\$ 95	\$110	\$130	\$150
Full AM (7:00) and PM**	\$155	\$210	\$255	\$300	\$350

**only available at sites where 7:00 a.m. start time is offered based upon demonstrated demand and determined on a case by case basis based on financial feasibility and building availability.

Upon registration of each student, a twenty-five dollar (\$25.00) annual registration fee is required or students registering for this program have the option of becoming members of the Community YMCA upon payment of a seventy-dollar (\$70.00) annual registration fee which will entitle them to take part in additional YMCA programs without having to pay an additional registration fee..

Families enrolling two (2) or more children in the program will be entitled to a twenty-five percent (25%) discount on monthly fees for the second and all additional children enrolled.

Arrangements for 1- or 2-day programs may be made upon agreement between the YMCA and parents/guardians on a case-by-case basis. Rates can be further pro-rated to accommodate any further combination of days and times, through direct discussions between parents/guardians and the YMCA.

Upon the provision of not less than forty-eight hours' notice to the School Age Director at the Community YMCA, parents/guardians may choose to enroll their students in additional days or hours of before- or aftercare, or may elect to reduce their students' participation on certain days or hours. Changes made on less than forty eight hours shall not be effective unless specifically approved in writing by the Community YMCA. In the event of such additions or reductions, the student's monthly fees will be adjusted accordingly.

Subsequent to the 2009-2010 school year, the YMCA may increase the fees charged so long as the increases are reasonable and do not exceed three percent (3.00%) in any year.

Students entering the YKIDS Afterschool program shall have full access, subject to space and availability, to all YCLUB activity groups being operated at the respective school buildings. Students will not be charged twice if enrolled in both programs, but will be charged the YCLUB fee and such fees will be discounted, on an hourly basis, for the time not present in the YKIDS Afterschool program. [e.g., if enrolled in a one-hour Yoga YCLUB, the student will be discounted the one hour rate from their YKIDS Afterschool fee].

The availability of YCLUB programs or other services during the before or aftercare program at any Middletown site does not obligate any student to participate in such programs. Participation in any such programs or activities is purely optional on the part of the student and his or her parents/guardians.

Payment and collection of said fees is between the YMCA and the attendees and their families. The Before- and After-school programs described herein are not MTBOE programs, and as such, MTBOE shall not pay, collect, or guarantee any payments whatsoever. The YMCA may adopt reasonable policies for termination based on non-payment. It is the obligation of the YMCA to notify parents and guardians of all payment obligations and policies regarding non-payment.

Students with Disabilities:

The Before-school/Afterschool Program is open to all district, elementary and middle school students without regard to disability. Students must be enrolled in the school at which the Before-school/Afterschool Program is conducted. Students with disabilities are invited to participate in the Before-school/Afterschool Programs as long as they can do so without 1:1 assistance. The YMCA will review the needs of each student, including but not limited to a review of the student's Individualized Educational Program (IEP) where appropriate, to determine appropriate and necessary staffing to ensure the safety and quality of the program for all students. The YMCA will provide additional staff on an as-needed, case-by-case basis, where necessary to reduce the ratio of students to adults based upon the needs of affected students.

To provide Middletown students a high level of continuity of service, the Community YMCA will continue the current level of one-to-one staff/student ratios

(personal paraprofessionals) in the afterschool program, at no additional cost to the parents/guardians, where they currently exist (estimated to be five students).

Further, staff levels in all afterschool programs will be set to maintain student safety and where appropriate, as determined by the YMCA upon review of the child's IEP and in consultation with parents/guardians, teachers and YMCA staff, the Community YMCA will provide in the after school program a one-to-one and/or one-to-small-group staff to student relationship at no additional cost to parents/guardians. These staff aides (paraprofessionals) will be responsible to provide instructional support, modify materials, if necessary and where possible, and provide direct supervision of the student. The services to be provided shall be limited to those usually and customarily provided by the Community YMCA's non-professional staff meeting our standard qualifications, State licensing requirements, and any other qualifications as set forth in this contract.

All students enrolled in the program must be able to take care of their personal hygiene issues.

YMCA Liability and Insurance:

During the term of this Agreement the YMCA shall maintain at its expense comprehensive general liability insurance for personal injury, death or property damage arising out of the negligence of the YMCA, its agents, servants, or employees. MTBOE shall be named as an additional insured, and the YMCA shall provide the MTBOE proof of such insurance not less than thirty (30) days prior to the commencement of the program. The insurance shall be in a minimum amount of one million dollars (\$1,000,000.00) per occurrence. During the term of this Agreement the YMCA shall indemnify, defend with competent counsel, and hold the MTBOE, its agents, servants and employees, harmless from any loss, damage, claim, or expense, including reasonable attorneys' fees arising out of any claim for tortious, discriminatory, or negligent act by the YMCA and/or its agents, servants and employees which causes harm of any type to student participant under this Agreement.

Liability of MTBOE:

The MTBOE shall indemnify, defend with competent counsel, and hold the YMCA, its agents, servants and employees, harmless from any loss, damage, claim, or expense, including reasonable attorneys' fees arising out of any negligent act by the MTBOE and/or its agents, servants and employees which causes harm of any type to any agents, servants and employees of the YMCA or any students attending under this Agreement.

Non-assignability:

Neither the MTBOE nor the YMCA shall have the right to assign this Agreement without the prior written approval of the other party.

Independent Program / Independent Contractor:

All parties acknowledge that the program referenced in this document and the attachment is a program owned and operated by the YMCA, and that the YMCA is an independent contractor and not the agent, servant and/or employee of MTBOE. The staff employed by the YMCA for the purpose of administering the services set forth herein shall be the agents and representatives of the YMCA. The YMCA bears all responsibility for the training, placement, operation and conduct of said staff members.

Entire Agreement:

The foregoing, together with the referenced Attachment and the documentation provided by the YMCA to participating parents and guardians, constitutes the parties' entire agreement in this matter. No additional terms, rights or responsibilities are incorporated herein.

Signatures:

The MTBOE and the YMCA agree to the terms of this Agreement by signing below on this _____ day of May, 2009.

Middletown Township Board of Education

The Community YMCA

Laura Agin, President

Rose Mintz, Executive Director

William J. Doering, Secretary