

THIS AGREEMENT is made on this 5th day of April 2019, by and between the Philadelphia Freedom Valley (“YMCA”), located at 302 Commerce Sq. Blvd., Burlington, NJ, 08016 and the Springfield Township Board of Education (“District”) located at 2146 Jacksonville Road, Jobstown, New Jersey 08041-9629

WITNESSETH

WHEREAS, the District believes that an extended school day program is a valuable and necessary auxiliary program that will foster the educational needs of a segment of the school population; and

WHEREAS, the District and the YMCA have discussed and reviewed the YMCA proposal to provide extended school day program services in the District for the 2019-2020 school year.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and other good and valuable consideration, IT IS AGREED as follows:

1. Program. YMCA shall establish and maintain a school-age childcare program (“Program”) in the Springfield Elementary School located at 2146 Jacksonville Road, Jobstown, New Jersey (“School”) in the District for students in grades K to 6 with a staff to pupil ratio not to exceed 1:15, with a minimum of two (2) adult staff.

YMCA shall provide a Program to include a wide variety of enrichment and recreational activities including: arts and crafts, sports, games, projects and supervised free time.

2. Term. The term of this Agreement shall be the school year. The Program shall commence on the first day of classes at the School and shall terminate on the last day of classes at the School for the school year.

Notwithstanding the foregoing, YMCA **and the District** shall have the right to terminate this Agreement at any time during the Term upon ninety (90) days prior written notice

to each respective party and to the parents of the children who participate in the Program. In such case, any and all fees paid by parents of the participants shall be refunded if they have been pre-paid beyond the 90-day notice period.

3. Hours of Operation. YMCA shall operate the Program on days when the School is open between the hours of 7:00 a.m. – 8:50 a.m. and 3:20 p.m. - 6:00 p.m. and as needed for early dismissal schedules. Early dismissal shall be handled in accordance with the terms and provisions of the Parent Handbook provided to each parent of children in the Program.

4. Location of Program. The District shall provide space in the School as necessary for the Program and in compliance with all State requirements. The space provided in the School for the Program shall be located in the All Purpose Room and Music Room or Media Center when necessary. The space shall be maintained by the District. The YMCA may also utilize the playground at the School for the Program.

The District shall also make available appropriate storage area in the School for the YMCA's supplies for the Program. The YMCA may utilize the storage space after the end of the school year and until the District advises the YMCA in writing that it is not renewing this Agreement for the subsequent school year. In such case, the YMCA shall have a period of two (2) weeks from the date of written notice of same from the District to remove such supplies from the storage area.

The District shall also provide mailboxes to the YMCA's staff at the School in order that the staff may receive mail at the School. The District shall also require the school administration to provide the YMCA's staff from time to time with information which could affect the Program such as daily attendance rosters, newsletters and calendars as well as any information pertaining to half days or cancellation days.

5. Staffing. YMCA shall recruit, screen, train, employ and supervise all staff necessary to the Program. YMCA shall provide the District with information regarding all proposed staff, upon request.

6. Requirements. YMCA shall operate the Program in compliance with any and all licensing or permit requirements imposed by the State of New Jersey and/or any of its departments for itself, its staff and the facilities used by it.

The District shall also permit the YMCA staff to utilize any TV and VCR which is available in the room(s) allocated to the YMCA as set forth above.

7. Transportation. The District shall provide the necessary transportation of children in the Program, if needed, between the School and other schools in the District at no charge to the YMCA.

8. Information. YMCA shall provide informational and promotional literature to parents (the "Parent Handbook"), process all inquiries from parents and facilitate all placements of children in the Program limited only by the number of children permitted in the space provided by the District in the School.

9. Fees. YMCA shall contract with the parents of children in the Program to collect all fees for the Program based upon a schedule of fees which the YMCA shall provide to the parents. Other fees assessed to the parents shall be a YMCA membership fee request, an annual registration fee and, where appropriate, a daily late pick-up fee. Such fees shall be explained to parents in the Parent Handbook. No fees shall be payable hereunder by the District.

10. Indemnification. YMCA agrees to indemnify the District, the members of the Board of Education, its administrators and employees and hold them harmless from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever, including

reasonable attorney's fees, which they may incur by reason of or in connection with the performance of the YMCA's services under this Agreement, or by reason of or in connection with any litigation arising out of the performance of the YMCA's service under this Agreement, including but not limited to any claim for personal injury, malfeasance, misfeasance, nonfeasance or negligence arising out of this Agreement or any of the obligations of the YMCA under this Agreement. Nothing contained herein, however, shall require the YMCA to provide the indemnification required by this Paragraph if the District or any member of the Board of Education or any administrator or employee of the District is negligent or guilty of malfeasance, misfeasance or nonfeasance or if such a claims, damages, losses, liabilities, costs or costs or expenses from the failure of the District to comply with terms and provisions of this Agreement.

11. Insurance. YMCA shall maintain liability insurance in the amount of \$1,000,000.00 and name the District and those identified in Paragraph 10 as additional insureds. YMCA shall deliver to the District a liability insurance certificate which represents said coverage. The School Districts insurance should match the YMCA's insurance coverage and the School District will supply the YMCA with their Certificate of Insurance.

12. Cooperation. YMCA and the District agree to work together in a cooperative manner for the benefit of the parents and children and to consult with each other as needed.

13. Amendments. Any modification or amendment of this Agreement shall be in writing and signed by each party and shall thereafter be attached to and become part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or cause these presents to be signed by their proper corporate officers the date and year first above written.

SPRINGFIELD TOWNSHIP BOARD OF EDUCATION

BY: _____

PHILADELPHIA FREEDOM VALLEY YMCA

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