

Contract Between Hillside Board of Education and Stepping Stones

A G R E E M E N T

THIS AGREEMENT made on this 1st day of July, 2020 by and between the **HILLSIDE BOARD OF EDUCATION** (the "Board"), with offices located at 195 Virginia Street, Hillside, NJ 07205 and **Stepping Stones Child Development Centers** ("Provider", "Proposer", "Stepping Stones" or "Vendor", with offices located at 717 Grove Street, Irvington, NJ 07111, hereinafter referred to as the "Parties").

RECITALS

WHEREAS, the Board has determined that it desires to retain the services of a Provider of a Before- and After-School Care Program as more fully set forth below in Section I hereof; and

WHEREAS, the Board, pursuant to N.J.S.A. 18A:18A-4.1-4.5, advertised for Requests for Proposal for said Services; and

WHEREAS, Stepping Stones replied to that Request for Proposal; and

WHEREAS, after a review of all submittals, the Board determined Stepping Stones' proposal to be responsive, responsible and most advantageous to the Board; and

WHEREAS, it is the intention of both the Board and Stepping Stones to enter into an agreement for Stepping Stones to provide the aforementioned services.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Board and Stepping Stones agree as follows:

SECTION I **SERVICES OF STEPPING STONES**

- 1.1 Stepping Stones shall serve as an authorized provider of before and after-school care required and set for in these specifications and as further set forth in Stepping Stones' proposal, which is attached hereto as the full and complete response to the RFP and incorporated herein by this reference. Such services shall be provided as needed and authorized by the Board and include, but not be limited to:
 - a) Preschool wraparound and extended care program
 - b) Kindergarten through grade 8 wrap around program
 - c) Elementary wraparound program during the days the schools are not in session in the summer; and
 - d) Wraparound care for any and all grade levels during the days when schools are not in session

- 1.2. The Stepping Stones and anyone providing the Services on behalf of the Stepping Stones shall provide the Services in accordance with the generally accepted standards of their profession.
- 1.3. Stepping Stones shall comply with, and require that anyone providing the Services on behalf of the Stepping Stones comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect, to the extent that they directly or indirectly bear upon the Services to be provided under this Agreement. The Stepping Stones and anyone providing the Services on behalf of Stepping Stones shall, without limitation of the aforementioned, comply with: The anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990.

SECTION II

TERM

- 2.1. The term of this Agreement shall be for a term of one (1) year (18A:18A-42) commencing July 1, 2020 and ending June 30, 2021. Said contract may be extended beyond the initial one-year term, as provided for in statute, for a maximum of two, one year extensions (following the initial contract year).

SECTION III

CONTRACT ACCOUNTING/PAYMENT OF RETURN

- 3.1. Stepping Stones shall report to the Board the enrollments and revenues, as specified in the attached Fee Schedule as included in the RFP, collected on a quarterly basis.
- 3.2. Stepping Stones shall remit to the Board \$46,008 in conformance with the periodic reports referenced in 3.1 above. Stepping Stones hereby guarantees that the total annual amount paid to the District will be no less than \$46,008. Payment shall be made by the 15th of September, December, March and June. If it is determined in March 2021 that the payments will fall below the \$46,008 guaranteed amount, Stepping Stones' final payment in June 2021 shall include an amount sufficient to cover the difference between payments received and the \$46,008 guarantee.

SECTION IV

RESPONSIBILITIES

- 4.1. The Business Administrator shall act as the Board's authorized representative with respect to the rendering of Services to be provided by Stepping Stones under this Agreement.
- 4.2. The Board shall cooperate with Stepping Stones so as to provide Stepping Stones with information that is reasonably requested by the latter in order to successfully

provide the Services set forth herein.

- 4.3 Stepping Stones shall have a duty of care for enrollees in the programs. Student enrollees or guests shall not have unattended access to the facilities.

SECTION V **DISPUTE RESOLUTION**

- 5.1. The laws of the State of New Jersey shall govern the validity of this Agreement, its interpretation, performance and remedies for contract breach or any other claims related to this Agreement, without regard to any conflicts of law provisions that would apply the law of another jurisdiction. Any and all claims, disputes or other matters in question between the Board and Stepping Stones arising out of or relating to this Agreement or alleged breach hereof, shall be subject to and determined by a court of competent jurisdiction venued in Union County, New Jersey.
- 5.2. Stepping Stones hereby knowingly and irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by Stepping Stones.
- 5.3. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes, then Stepping Stones agrees that Stepping Stones can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Stepping Stones, or among the Board, Stepping Stones and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section V, Subsections 5.1 and 5.2.

SECTION VI **INSURANCE**

- 6.1. Stepping Stones shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

Broad form, comprehensive, or commercial General Liability Insurance, including contractual liability coverage, against claims for personal injury, including injury to the Board's reputation, death or property damage with coverage in the amount of no less than the following:

- Commercial General Liability Insurance (including products and completed operations)
 - \$1,000,000 each occurrence
 - \$2,000,000 general aggregate
 - \$300,000 damage to rented premises
 - \$5,000 medical expense (any one person)
- Automobile Liability Insurance - \$1,000,000 combined single limit
- Workers' Compensation Insurance Statutory Benefits (applicable in the State of New Jersey) and Employers' Liability
 - Bodily Injury by Accident \$500,000 Each Accident

- Bodily Injury by Disease \$500,000 Each Person
- Bodily Injury by Disease \$500,000 Policy Limit
- Excess Liability Insurance (covering over and above General Liability, Automobile Liability, and Employers' Liability)
 - \$2,000,000 - each occurrence
 - \$2,000,000 - general aggregate
- Directors and Officers
 - \$1,000,000 Limit
 - \$2,000,000 Aggregate Limit
- Sexual Abuse & Molestation
 - \$5,000,000 each occurrence
 - \$5,000,000 general aggregate

Stepping Stones shall provide the Board with certificate(s) of insurance evidencing the coverages set forth above in "A" and "B" from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-." Stepping Stones shall name the Board as an additional insured with respect to the coverages required under "A" above. Said insurance shall waive subrogation to the extent permissible by law and shall be primary and non-contributory. Said certificates shall indicate the above and be provided at the time of execution of this Agreement.

SECTION VII TERMINATION OR SUSPENSION

- 7.1. On thirty (30) days written notice, the Board may suspend or terminate further performance by Stepping Stones or terminate this Agreement, with or without cause, without penalty or cost to the Board.
- 7.2. Should the Board suspend or terminate Stepping Stones' services under this Agreement or should the Board abandon the Services, then payment shall be made to the Board for all revenue earned to the date of termination.
- 7.3. The Board's termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including but not limited to specific performance.

SECTION VIII ASSIGNMENT

- 8.1 The rights of the Board or Stepping Stones under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement

SECTION IX
LIMITATION ON LIABILITY/INDEMNIFICATION

- 9.1. Stepping Stones shall indemnify, defend and hold harmless the Board, its elected members, employees, agents, officers, managers and directors from and against any and all liability, damages, suits, claims, fees, costs and expenses (including attorney's fees) suffered, incurred or paid in connection with any claim, suit, damages, demand for payment or settlement arising out of any acts or omissions of Stepping Stones' employees, agents, officers, managers and directors, or any other party acting at the request of or with the authorization of Stepping Stones, in connection with this Agreement. Said indemnification and insurance shall be further enumerated in the Insurance and Indemnification Agreement (I&IA) which shall be submitted with RFP.

SECTION X
-MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

- 10.1. During the performance of this Agreement, Stepping Stones agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

SECTION XI
MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

- 11.1. The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.
- 11.2. Pursuant to the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, during the performance of this Agreement, Stepping Stones agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, Stepping Stones, nor any person acting on behalf of Stepping Stones or sub-contractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. Stepping Stones, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the

procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to Stepping Stones by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to Stepping Stones from the contracting public agency of any prior violation of this section of the contract.

SECTION XII **MISCELLANEOUS PROVISIONS**

- 12.1 The Board reserves the right to conduct surveillance, video, audio and direct observation of the Programs at all times without obstruction or delay by Stepping Stones.
- 12.2 Right to Know Law-*N.J.A.C. 8:59-5.1*. All items which contain chemicals must comply with the New Jersey Right to Know Law.
- 12.3 Disposal of Refuse. Stepping Stones may use the District's dumpsters for events occurring on site for normal disposal of food items and incidental waste items.
- 12.4 Stepping Stones shall operate the programs as a New Jersey state licensed daycare center and shall abide by all federal and New Jersey laws, rules, and regulations governing the operation of New Jersey State licensed daycare centers.
- 12.5 Stepping Stones shall provide the Board, if requested, with copies of documentation confirming that its employees who provide the programs' services have all the required licenses, certifications, skills, and experience necessary to provide such services.
- 12.6 Stepping Stones shall immediately inform the Board of any violations of state or federal laws with respect to its operations or employees.
- 12.7 The Board agrees to provide heating, plumbing, lighting, floor maintenance and other repairs to the facilities.
- 12.8 Stepping Stones agrees to indemnify the Board against all reasonable costs of repair or restoration as a result of any damage to or destruction of the Facilities caused by Stepping Stones and/or any employee or child participating in the programs, including indemnification for any reasonable attorney's fees and costs relating thereto.

- 12.9 To the extent permitted by law, it is agreed that the Board shall not be liable for any losses and/or damages to any property belonging to Stepping Stones, its employees, or program participants.
- 12.10 At the end of each program day, Stepping Stones shall leave the facilities in as good a state and condition as they were at the commencement of each program day.
- 12.11 Stepping Stones shall make no alterations or improvements to the Facilities without the prior written consent of the Board. Any and all alterations, changes, and/or improvements built, constructed or placed in the facilities by Stepping Stones shall, unless otherwise provided by written agreement between the Board and Stepping Stones, be and become the property of the Board and remain in the facilities at the expiration or earlier termination of this agreement.
- 12.12 Pursuant to *N.J.A.C. 17:44-2.2*, Stepping Stones shall maintain all documentation related to products, transactions or services under this agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- 12.13 Business Registration. Stepping Stones shall comply with the laws governing Business Registration, pursuant to N.J.S.A. 52:32-44 et seq. and shall provide a copy of its Business Registration certificate to the Board as required by statute prior to the execution of this Agreement.
- 12.14 Order of Precedence. In the event any provision of this Agreement conflicts in whole or in part with any Proposal or prior understanding between the parties, the provisions of this Agreement shall control. Any Proposal or prior Agreement shall not be construed to impose duties or obligations on the Board beyond those set forth in this Agreement.
- 12.15 Entire Agreement. This Agreement and its Exhibits express the entire Agreement between the parties with respect to the subject matter expressed herein. Except as otherwise provided herein, this Agreement can be modified by only a written Amendment executed by both parties.
- 12.16 Counterpart Language. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.
- 12.17 Stepping Stones and the personnel provided by Stepping Stones shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited, adherence to any and all applicable Board Policies. Additionally, any personnel who has witnessed or has reliable information that a student has been subject to, harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying. All personnel will also be required to keep all student information strictly confidential in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and N.J.A.C. 6A:32-7.1 et seq.

- 12.18 This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.
- 12.19 In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.
- 12.20 If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.
- 12.21 Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.
- 12.22 Stepping Stones is and shall perform its services under this Agreement as an independent contractor and not as the Board's agent, employee, partner or joint venturer. Stepping Stones is employed to provide Daycare, Before and Aftercare services only, as specified herein. All persons employed by Stepping Stones or consultants retained by Stepping Stones in connection with the Services shall be deemed either employees of Stepping Stones or independent contractors retained by Stepping Stones, as the case may be, and not employees of the Board.
- 12.23 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, or by facsimile, with transmission confirmation, addressed to each party as follows:

As to the BOARD:

Hillside Board of Education

195 Virginia Street

Hillside, NJ 07205

Phone: 908-352-7664, ext. 6428

Facsimile: 908-282-5830

Attention: School Business Administrator/Board Secretary

As to Stepping Stones:

_____ Stepping Stones _____

Phone: _____ (908) 644-3180 _____

Facsimile (973) 371-0601

Attention: Raysa Hardy

THE HILLSIDE BOARD OF
EDUCATION

By:
Name:
Title: Business Administrator/Board
Secretary

STEPPING STONES

By:
Name:
Title: