

**FREEHOLD BOROUGH BOARD OF EDUCATION  
ADDENDUM TO THE AGENDA**

**May 21, 2018**

**L. NEW BUSINESS/ADDENDA**

1. Reemployment of Business Administrator/Board Secretary for 2018-2019

RESOLVED that the Board of Education approve an employment contract between the Freehold Borough Board of Education and Joseph S. Howe, CPA effective July 1, 2018 through June 30, 2019 at a base salary of \$141,780. This employment contract has been approved by the Executive County Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1. The Board President, and the Superintendent as the attesting witness, is authorized to execute the aforementioned Employment Contract on behalf of the Board.

2. Modify 3/19/18 BOE Agenda Item F2, Special Education Extended Year Program

Modify Special Education Extended Year Program establishing times of operation as 4 hours per day, 8:30 am – 12:30 pm, Tuesday through Friday from 7/5/17 – 8/10/18.

3. Modify 4/23/18 BOE Agenda Item F3, 21stCCLC Summer Instructional Programs 2018

Modify times for 21stCCLC Enrichment Program and 21<sup>st</sup> Century Academic Recovery Program for Summer 2018 as follows:

Program	Location	Days/Week	Hours/Day	Times	Dates
21stCCLC Enrichment Program	Manalapan High School	5	4.5	9:00 am– 1:30 pm	7/2-7/27
21stCCLC Academic Recovery Program	Manalapan High School	5	5	9:00 am – 2:00 pm	6/25-7/27

4. Agreement between the Freehold Regional High School Board of Education and the Freehold Borough Board of Education

Whereas, the Freehold Borough Board of Education does not have space to accommodate its' 21<sup>st</sup> Century and Credit Recovery Summer Programs while the Freehold Regional High School District Board of Education can adequately provide such classroom space, and

Whereas, the school districts desire to coordinate efforts in order to provide Freehold Borough Board of Education with sufficient classroom, kitchen, gymnasium and athletic field space

Now, therefore, in consideration of the mutual promises herein contained, the local boards of education agree as follows:

### 1. EFFECTIVE PERIOD

This agreement shall be effective as of June 25, 2018 and remain in force until July 27, 2018, unless sooner terminated as herein provided. This agreement may be terminated, by notice in writing given by either local education agency to the other, at least 30 days prior to the date of termination.

### 2. CLASSROOM SPACE CONSIDERATIONS

Freehold Regional High School District (the High School) shall provide Freehold Borough School District (the Borough) with up to ten (10) classrooms in Manalapan High School on a Monday thru Friday schedule from June 25, 2018 to July 27, 2018

The Borough shall provide custodial services and security coincident with their use of the facility.

The High School shall allow access to Borough staff to Manalapan High School as necessary to maintain the educational program and administrative services upon notification of the Borough.

The High School shall allow access to the parents of Borough students upon notification by the Borough.

Administrative duties, including student discipline and teacher evaluation, among others, shall be the responsibility of the Borough.

The High School shall provide office space at the school for a supervisor and office assistant from the Borough.

The Credit Recovery Program (approximately 60 students) will operate from June 25, 2018 to July 27, 2018 during the hours of 9:00 am to 2:00 pm the 21<sup>st</sup> Century Sports and Enrichment Program will operate July 2, 2018 to July 27, 2018 from 9:00 am to 1:30 pm. There will be no programs operating on July 4, 2018.

### 3. TRANSPORTATION

The High School shall provide transportation to the students from the Borough who attend the program at Manalapan High School and further agree to authorize the use of the parking lot and one office for a supervisor at Freehold Borough High School to serve as an arrival and dismissal point for students being bused. The Borough agrees to provide staff at Freehold Borough High School to supervise students while waiting for the bus in the morning or to be picked up for dismissal in the afternoon. On each day the program operation busing will be needed as follows:

Five (5) 54 passenger buses will need to depart Freehold Borough High School at 8:30 am to Manalapan High School.

Four (4) buses will be needed to depart Manalapan High School at 1:30 pm for Freehold Borough High School.

One (1) bus will be needed to depart Manalapan High School at 2:00 pm for Freehold Borough High School.

One (1) bus will be on standby for a round trip daily shuttle from Manalapan High School to YMCA of Western Monmouth County 470 E Freehold Rd., Freehold, NJ 07728 at times to be agreed upon by the Borough and the High School.

#### 4. PAYMENT

Freehold Borough Board of Education shall reimburse Freehold Regional High School District for costs incurred.

#### 5. DISPUTE RESOLUTION

In the event a dispute shall arise between the parties concerning this Agreement, the respective Business Administrator of each district shall be notified immediately. Thereafter, at a time which is mutually convenient to both parties, the Business Administrators shall meet and attempt to resolve the dispute. If the dispute cannot be resolved between the Business Administrators, the same shall be reported to the Superintendents of each school and the respective Boards of Education. If, after communication between the Boards of Education, the matter remains unresolved, the dispute, in accordance with N.J.S.A. 18A:18A-14 shall be referred to the Monmouth County Executive Superintendent of Schools for resolution. The resolution determined by the County Superintendent will be binding, subject to the appeal to the Commissioner of Education and the State Board of Education.

#### 6. HOLD HARMLESS

The Freehold Borough Board of Education agrees to hold the Freehold Regional High School Board of Education harmless with respect to bodily injury, property damage and personal injury claims, liability, loss and expenses including reasonable costs, and attorney's fees, arising out of the acts or omissions of the indemnifying party, its agents or employees in the fulfillment of its obligations of this agreement.

#### 7. INSURANCE

The Freehold Borough Board of Education shall procure and maintain at its own expense a Commercial General Liability Coverage including product/completed operations liability in the amount of \$1,000,000 Each Occurrence /\$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operation Aggregate. Coverage is to be written on a Bodily Injury, Property Damage and Personal Injury/Advertising Liability Combined Single Limit and a \$5,000 Medical Expense Limit (any one person). Further the policy shall include: Broad Form Contractual Liability Coverage; an "Aggregate per project/Aggregate per location" Endorsement(s); no exclusions regarding: Sexual Molestation or Abuse; athletic participation; employee related practices.

Then Freehold Borough Board of Education shall procure and maintain at its own expense a Commercial Automobile Liability Policy at limits of \$1,000,000 Bodily Injury & Property Damage per Accident. Coverage shall be written on a "symbol 1" basis covering Owned, Non-Owned and Hire Car exposures. Underinsured/Uninsured Motorist Coverage at a \$1,000,000 Limit shall also be included.

The Freehold Borough Board of Education shall procure and maintain Workers Compensation Insurance, including full coverage for employees and all subcontractors as required by statute. The Employers Liability Limits shall be \$1,000,000 Bodily Injury by Accident each accident; \$1,000,000 Bodily Injury by Disease each employee; \$1,000,000 Bodily Injury by Disease Aggregate Limit.

A Certificate of Insurance from an insurance company authorized to do business in the State of New Jersey and with an AM Best Rating of A- or better indicating these amounts shall be provided. The Freehold Regional High School Board of Education, its employees, agents and assigns shall be named an "Additional Insured" on the Commercial General Liability Policy, Commercial Automobile Liability Policy and the Umbrella Excess Liability Policy. The Certificate of Insurance shall contain a thirty day cancellation and/or modification clause with requirements of a written notice to the Freehold Regional High School Board of Education. . The Certificate of Insurance shall be accompanied by the policy(s) Endorsement(s) granting the "Additional Insured" Status.

There shall also be Umbrella Excess Liability Coverage at limits of \$4,000,000 Each Occurrence/\$4,000,000 Aggregate with a total of \$5,000,000 in coverage. This Coverage shall be at least as broad as the Primary Coverages and "Follow Form" on "Additional Insured" status.