

# USE AND OCCUPANCY AGREEMENT 2022-2023

THIS AGREEMENT, made this day 12 of September , Two Thousand twenty two,

**BY AND BETWEEN**

**HIGH BRIDGE SCHOOLS BOARD OF EDUCATION**  
Where the address is 40 Fairview Avenue  
High Bridge, New Jersey 08829  
(Hereinafter - "Board")

AND

**THE WORK-FAMILY CONNECTION, INC.**  
Where mailing address is P.O. Box 1155  
Whitehouse Station, New Jersey 08889  
(Hereinafter - "Work-Family")

**WHEREAS** Work-Family is a not-for profit corporation which oversees and operates child care programs; and

**WHEREAS** Work-Family has requested permission from the Board of Education to conduct Before and After School Programs at the **High Bridge Elementary School for both elementary and middle school students**; and

**WHEREAS** Facilities are available for the use as previously set forth;

**NOW THEREFORE** In consideration of the mutual covenants and promises contained herein, the Board and Work-Family agree as follows:

1. **HOURS OF OPERATION - BEFORE AND AFTER-SCHOOL PROGRAM**

The Board and Work-Family agree to the following hours of operation for the Before and After School Programs:

- a. On days when school is in session: 7:00 a.m. to the start of school and from dismissal to 6:30 p.m.
- b. On days when school is scheduled to dismiss early: 7:00 a.m. to the start of school and 1 p.m. (with Work-Family staff in by 12:30pm) to 6:30 p.m.
- c. On days when school is scheduled to be closed, there will be no programs.
- d. On days when the opening of school is delayed for emergency reasons there will be no before school program.
- e. On days when school is dismissed early for emergency reason: The before school program will operate its normal time but there will be no after school program.
- f. On days when the school is closed entirely for emergency reasons, no programs will operate.

2. **FACILITIES**

Before and After School Programs will operate in the all purpose room and (art room and Ms. Tanya's pre-K classroom, as needed ) during the after school program, working around the teachers' after school working schedules.)

Should these room assigned by the Board not be available, the Board will make every effort to advise Work-Family three (3) business days in advance and provide mutually agreeable alternate space.

Parents using the programs will be permitted to enter and exit from the double doors (near the dumpster) that lead directly into the all purpose room.

3. **SPACE AND STORAGE**

Work-Family's program supplies and refrigerator will be stored in the designated storage room for WFC.

The custodians will lower all tables in the all purpose room as needed by the before and after school programs.

Work-Family will provide all of their own supplies for the programs and not use the schools. Accordingly, the school will not use Work-Family supplies.

4. **USE OF GYM EQUIPMENT**

Work-Family is permitted to use the school's sports equipment subject to the school's needs which shall take priority.

5. **USE OF KITCHEN AND REFRIGERATOR**

Work-Family may store a refrigerator in the WFC storage room.

6. **PLAYGROUND**

Work-Family has priority use of the playground and fields during program times over and above other community or public use.

7. **TELEPHONE and WALKIE TALKIE SYSTEMS**

Work-Family shall provide their own cell telephone and walkie-talkie systems and they will be stored and charged in the WFC storage room.

8. **AUDIO VISUAL, COMPUTER AND COPYING/FAX EQUIPMENT**

Work-Family may have access to the school's TV and VCR/DVD equipment on an as needed basis. The A.V. equipment must be entirely supervised by the Work-Family staff. No child in the program shall be permitted to operate equipment or to push carts carrying any equipment.

Copy machine and fax machine may be used by Work-Family staff on an as needed basis. Work-Family will supply its own paper.

9. **EARLY ALERT SYSTEM AND INTERNET ACCESS**

Work-Family's Site Director and Coordinator will be included on the Early Alert System for all announcements.

Work-Family's laptops/computers will be configured by the school technology coordinator for secure internet access in the school building subject to the Board's policy regarding Internet use. All Work-Family users shall be required to sign a copy of the appropriate user agreement as a condition of utilization. Failure to adhere to Board policy and restrictions regarding Internet usage shall result in suspension of access and utilization.

10. **AFTER HOUR USE**

Work-Family may schedule evening meetings Monday through Friday by completing the Use of Facilities Form. Work-Family shall be responsible for all costs associated with after-hours utilization, such as but not necessarily limited to, custodial overtime. Work-Family will be notified of any costs associated with after-hour utilization at the time the Facilities Use Form is completed by Work-Family.

11. **WORK-FAMILY RESPONSIBILITIES**

- a. Work-Family will be responsible daily for storing all their program supplies and cell phone and walkie-talkies after the program close time in the WFC storage room.
- b. Work-Family, as an independent contractor, will be responsible for payment and supervision of its employees, including all the provision of all required insurance, payroll taxes, and costs of criminal history background checks.
- c. Prior to implementation of services under this Agreement, Work-Family shall provide the Board with written documentation of satisfactory completion of criminal history checks under N.J.S.A. 18A:6-7.1.

12. **BOARD RESPONSIBILITIES**

The Board agrees to use reasonable care to maintain the school building and grounds in good repair, safe, and free of hazards to humans.

The Board will clean all areas used by Work-Family, including room designations and student bathrooms on a daily basis.

The Board will work cooperatively with Work-Family to publicize the programs via all media; i.e. school website, emails to parents, early alert system, backpack distribution, etc.

The Board will inform their employees of this agreement and ensure their compliance.

13. **LIABILITY INSURANCE**

Work-Family shall be required to carry public liability insurance with minimum limits of \$500,000/\$1,000,000, naming the High Bridge Borough Board of Education as additional insured. Work-Family shall furnish the Board with a certificate of insurance evidencing the fact that it has secured the coverage provided for in this agreement naming the Board as a loss payee.

14. **INDEMNIFICATION**

Work-Family agrees to indemnify the Board and hold the Board, its employees, agents, officers, and servants harmless against any and all liability which may arise from Work-Family's use of the Board's facilities and/or arise from Work-Family's operations in the High Bridge School District except for any action of the Board, its employees, agents, officers and servants and any condition of the premise for which the Board is responsible.

15. **TERM**

This agreement shall commence upon mutual approval and execution of this Agreement and continue throughout the 2022-2023 school year, through June 2023. Either party may terminate same before February 15 of the current school year, by providing thirty (30) days written notice to the other. Thereafter, either party may terminate by providing sixty (60) days written notice to the other. All notices shall be effective upon receipt at the addresses listed above.

16. **UTILIZATION FEE**

Work-Family shall pay the Board a utilization fee of \$45.00 per day (\$10 per hour) which shall be remitted at the beginning of each month. For ease of an accurate and timely monthly payment schedule and due to the fact that all months have a different number of school days and potential for the number of days to change after the month has begun (as in the case of snow days, school calendar changes, etc), the monthly payment shall be \$810 (\$45 per day x 180 school days divided into 10 equal monthly amounts). This monthly amount includes all scheduled early dismissal days and full days even though not all months include such days. Payments received after the fifth business day of each month shall be subject to a late fee of \$45.00. Failure to remit timely payment for two consecutive months shall constitute a material breach of this Agreement which shall permit the Board to terminate upon five (5) days written notice.

On days when WFC operates Full Day Programs as per any of the dates listed in 1. C. above, the Board will bill Work-Family \$45 per day. The Board will be notified 30 calendar days in advance of each day as to whether or not these days will operate as Full Day Programs.

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed by their duly authorized officers, the day and year first above written.

ATTEST: High Bridge Schools Board of Education

09/20/2022 By: Cherlene Ayres

ATTEST: The Work-Family Connection, Inc.

9/20/22 By: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of the LV 3001 Emrick Blvd, Suite 120 Bethlehem, PA 18020		610-974-9490 <b>CONTACT NAME:</b> Ashley Fogel <b>PHONE (A/C, No, Ext):</b> 610-974-9490 <b>FAX (A/C, No):</b> 610-974-9791 <b>E-MAIL ADDRESS:</b> ashley.fogel@bbrown.com
<b>INSURED</b> The Work Family Connection Inc PO Box 1155 Whitehouse Station, NJ 08889-1155		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Harleysville Preferred Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 35696

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPA00000065032V	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA00000065034V	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CMB00000065033V	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liab			MPA00000065032V	05/01/2022	05/01/2023	OCC/AGG \$1MIL/\$3MIL
A	Abuse/Molestation			MPA00000065032V	05/01/2022	05/01/2023	OCC/AGG \$1MIL/\$3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

<b>HIGHBRI</b>  High Bridge Board of Education 50 Thomas St. High Bridge, NJ 08829	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mathew Burek</i>
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