

DOCUMENT A

District Enrollment as of 11/30/2016

| DISTRICT | Full Time Students | Shared Time Students | Full Time Students PTC 20 LLD | Shared Time Students PTC 20 LLD | Total Student Count |
|-------------------|-----------------------|-------------------------|-------------------------------------|---------------------------------------|------------------------|
| Avon | 37 | 0 | 0 | | 37 |
| Belmar | 97 | 14 | 1 | 1 | 113 |
| Brielle | 232 | 7 | 8 | | 247 |
| Lake Como | 40 | 4 | 2 | 1 | 47 |
| Manasquan | 280 | 5 | 4 | | 289 |
| Sea Girt | 36 | 0 | 1 | | 37 |
| Spring Lake | 51 | 0 | 1 | | 52 |
| Spr Lk Hts | 113 | 2 | 4 | 1 | 120 |
| Employee Child | 1 | | | | 1 |
| Parent Paid | 2 | | | | 2 |
| Totals | 889 | 32 | 21 | 3 | 945 |
| | | | | TOTAL MHS | 945 |
| | | | | TOTAL MES | 631 |
| | | | | TOTAL ENROLLMENT | 1576 |

**MANASQUAN SCHOOL DISTRICT ATTENDANCE COMPARISON REPORT
2016-2017 school year**

| HIGH SCHOOL | <u>ATTENDANCE PERCENTAGE</u> | <u>AVERAGE DAILY ENROLLMENT</u> | <u>AVERAGE DAILY ATTENDANCE</u> |
|--------------------------|----------------------------------|-------------------------------------|-------------------------------------|
| Nov-15 | 94.72 | 939.50 | 889.89 |
| Nov-16 | 94.87 | 927.78 | 880.17 |
| ELEMENTARY SCHOOL | | | |
| Nov-15 | 95.998 | 636,471 | 612,235 |
| Nov-16 | 97.073 | 634 | 608 |

**MANASQUAN SCHOOL DISTRICT FIRE DRILL REPORT
2016 - 2017 School Year**

HIGH SCHOOL

| <u>DATE OF DRILL</u> | <u>TIME OF DRILL</u> | <u>LENGTH OF DRILL</u> | <u>COMMENTS</u> | <u>SECURITY DRILLS</u> |
|--------------------------|----------------------|------------------------|-----------------|-------------------------------------|
| November 8 | 1:25 p.m. | 7 minutes | | Fire Drill |
| November 28 | 9:30 a.m. | 25 minutes | | Evacuation to Alternate Location |
| ELEMENTARY SCHOOL | | | | |
| <u>DATE OF DRILL</u> | <u>TIME OF DRILL</u> | <u>LENGTH OF DRILL</u> | <u>COMMENTS</u> | <u>SECURITY DRILL</u> |
| November 14 | 1:10 p.m. | 4 minutes | | Fire Drill |
| November 29 | 10:10 a.m. | 10 minutes | | Lockdown Exterior Threat |

SCHOOL BUS EMERGENCY EVACUATION DRILL REPORT

School Bus emergency evacuation drills shall be conducted twice each school year according to the New Jersey Administrative Code (NJAC 6A:27-11.2).

Emergency evacuation drills and safety education

(a). School administrators shall organize and conduct emergency exit drills at least twice within the school year for all students who are transported to and from school.

1. All other students shall receive school bus evacuation instruction at least once within the school year.

(b). The school bus driver and bus aide shall participate in the emergency exit drills.

(c). Drills shall be conducted on school property and shall be supervised by the principal or person assigned to act in a supervisory capacity.

(d). Drills shall be documented in the minutes of the local board of education at the first board meeting following the completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:

1. Date of the drill;
2. Time of day the drill was conducted;
3. School name;
4. Location of the drill;
5. Route number(s) included in the drill; and
6. Name of school principal, or person(s) assigned, who supervised the drill.

REPORT OF THE COMPLETION OF THE SCHOOL BUS EMERGENCY EVACUATION DRILL TO THE BOARD OF EDUCATION

Date of the school bus emergency evacuation drill: 12-8-2016

Time of day the drill was conducted: 7:00 - 7:30 AM

School Name: MANASQUAN HIGH SCHOOL

Location of the Emergency Evacuation Drill: FRONT DRIVEWAY

Route Number(s): 6518, 6519, 6520, 6521, 6515, 6517, 6516

Name of the school principal/person(s) overseeing the drill: DONALD BRAMLEY, ASST. PRINCIPAL

RICH REARD, ASST. PRIN. AND TIM CLAYTON, SECURITY OFFICER

Other information relative to the emergency evacuation drill:

[illegible]

7

Page 1

**Manasquan High School
2016-2017**

[illegible]

MONTHLY TARDIES REPORT

2016-2017

| TIMES TARDY | SEPT | OCT | NOV | DEC | JAN | FEB | MARCH | APRIL | MAY | JUNE |
|----------------|------|-----|-----|-----|-----|-----|-------|-------|-----|------|
| 1 | 144 | 189 | 197 | | | | | | | |
| 2 | 24 | 53 | 83 | | | | | | | |
| 3 | 19 | 34 | 35 | | | | | | | |
| 4 | 10 | 24 | 17 | | | | | | | |
| 5 | 2 | 10 | 12 | | | | | | | |
| 6 | 3 | 4 | 4 | | | | | | | |
| 7 | 3 | 3 | 2 | | | | | | | |
| 8 | 0 | 3 | 1 | | | | | | | |
| 9 | 1 | 0 | 1 | | | | | | | |
| 10 | 1 | 0 | 1 | | | | | | | |
| 11 | 0 | 1 | | | | | | | | |
| 12 | 1 | 0 | | | | | | | | |
| 13 | | 1 | | | | | | | | |
| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |
| 16 | | | | | | | | | | |
| 17 | | | | | | | | | | |
| 18 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 20 | | | | | | | | | | |
| 21 | | | | | | | | | | |
| 22 | | | | | | | | | | |
| 23 | | | | | | | | | | |
| 24 | | | | | | | | | | |
| 25 | | | | | | | | | | |
| TOTAL STUDENTS | 208 | 322 | 353 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL TARDIES | 369 | 636 | 661 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

2016-2017

| | SEPT. | OCT. | NOV. | DEC. | JAN. | FEB. | March | MARCH | April | MAY | JUNE |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Profanity | | | | | | | | | | | |
| Cut Detention/Cut Class | | | | | | | | | | | |
| Leaving School Grounds | | | | | | | | | | | |
| Smoking | | | | | | | | | | | |
| Willful Disobedience | | | | | | | | | | | |
| Truant | | | | | | | | | | | |
| Forged Note | | | | | | | | | | | |
| Fighting | | | | | | | | | | | |
| Conduct of Such Character | | | | | | | | | | | |
| Destruction of School and Personal Property | | | | | | | | | | | |
| Threatening Staff Member | | | | | | | | | | | |
| Threatening Student | | | | | | | | | | | |
| Disturbance in Class | | | | | | | | | | | |
| Harrassment of Student | | | | | | | | | | | |
| Possession of Drug/Alcohol | | | | | | | | | | | |
| Insubordination | | | | | | | | | | | |
| Possession of Stolen Property | | | | | | | | | | | |
| Possession of a Weapon | | | | | | | | | | | |
| Simple Assault | | | | | | | | | | | |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

ELEMENTARY SCHOOL SUSPENSIONS BY GRADE

[illegible]

MANASQUAN SCHOOL DISTRICT HARRASSMENT, INTIMIDATION & BULLYING REPORT

December 20, 2016

| Case # | Date of report | ID Victim | ID accused | Determination | Discipline/remediation |
|------------|----------------|-----------|--------------------------------------|---------------|---|
| MES | | | | | |
| #5 | 10/28/2016 | 22573 | 22585 22647 | Not HIB | Counseling with School Counselor |
| | | | | | |
| | | | | | |
| | | | | | |
| MHS | | | | | |
| #7 | 11/28/2016 | 2220 | 203064 | Confirmed HIB | Detention Counseling with School Counselor |
| | | | 182860 192737 192731 203064 | | Detention In-School Suspension Counseling with School Counselor |
| #8 | 11/30/2016 | 172004 | 182860 192737 | Confirmed HIB | In-School Suspension Counseling with School Counselor |
| #9 | 11/30/2016 | 192747 | | Confirmed HIB | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

All victims received counseling.

POLICY

MANASQUAN BOARD OF EDUCATION

Students
5530/Page 1 of 8
SUBSTANCE ABUSE (M)

5530 SUBSTANCE ABUSE (M)

The Board of Education recognizes that a student's abuse of harmful substances seriously impedes that student's education and threatens the welfare of the entire school community. The Board is committed to the prevention of substance abuse and the rehabilitation of substance abusers by educational means, but will take the necessary and appropriate steps to protect the school community from harm and from exposure to harmful substances. Accordingly, the Board will establish policies and procedures in operating programs to support the social, emotional, and physical development of students in accordance with the provisions of N.J.S.A. 18A:40A-1 et seq. and N.J.A.C. 6A:16-4.1 et seq. The Board of Education will maintain a comprehensive substance abuse intervention, prevention, and treatment referral program in the schools of this district.

A. Definitions

N.J.S.A. 18A:40A-9
N.J.A.C. 6A:16-1.3; 6A:16-4.1 et seq.

The definitions as outlined in N.J.S.A. 18A:40A et seq., N.J.A.C. 6A:16 et seq., and those terms defined in Regulation 5530 shall be used for the purposes of this Policy and Regulation.

B. Discipline

N.J.S.A. 18A:40A-10; 18A:40A-11
N.J.A.C. 6A:16-4.1(c)2.; 6A:16-6.3(a)

The Board prohibits the use, possession, and/or distribution of alcohol or other drugs on school grounds according to N.J.S.A. 18A:40A-9, 10, and 11.

A student who uses, possesses, or distributes alcohol or other drugs will be subject to discipline in accordance with the district's Code of Student Conduct. School authorities also have the authority to impose a consequence on a student for conduct away from school grounds in accordance with the provisions of N.J.A.C. 6A:16-7.5. Discipline may include suspension or expulsion. The Board will establish consequences for a student not following through on the recommendations of an evaluation for alcohol or other drug abuse and related behaviors.



C. Instruction

N.J.S.A. 18A:40A-1 et seq.
N.J.A.C. 6A:16-3.1

The Board shall provide an instructional program on the nature of drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances in accordance with the provisions of N.J.S.A. 18A:40A-1 et seq. and N.J.A.C. 6A:16-3.1.

D. Reporting, Notification, and Examination

N.J.S.A. 18A:40A-11 through 18A:40A-17
N.J.A.C. 6A:16-3.1; 6A:16-4.1; 6A:16-4.2; 6A:16-4.3

1. Alcohol or Other Drugs

- a. Any educational staff member or other professional to whom it appears that a student may be currently under the influence of alcohol or other drugs as identified in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a), on school grounds shall report the matter in accordance with N.J.A.C. 6A:16-4.3(a)1.
- b. An immediate medical examination within two hours shall be conducted and a written report of the medical evaluation shall be furnished to the parent of the student, the Principal, and the Superintendent in accordance with N.J.A.C. 6A:16-4.3(a)2 through 4.3(a)8.
- c. If the written report of the medical examination is not provided within twenty-four hours of the referral of the student, the student shall be allowed to return to school until such time as a positive determination of alcohol or other drug use is received from the examining physician, unless the student was also removed for violating the Code of Student Conduct.
- d. If the written report of the medical evaluation verifies that alcohol or other drugs do not interfere with the student's physical or mental ability to perform in school, the student



shall be immediately returned to school. If there is a positive determination from the medical examination indicating the student's alcohol or other drug use interferes with his or her physical or mental ability to perform in school, the student shall be returned to the care of the parent as soon as possible. Attendance at school shall not resume until a written report has been submitted to the parent, Principal, and Superintendent from a physician licensed to practice medicine or osteopathy who has examined the student that verifies the student's alcohol or other drug use no longer interferes with his or her physical and mental ability to perform in school.

- e. Removal of a student with a disability shall be in accordance with N.J.A.C. 6A:14.
 - f. While a student is at home because of the medical evaluation or after the student returns to school, an appropriately certified school staff member(s) will conduct an alcohol and other drug assessment of the student and a reasonable investigation of the situation and may initiate referral alcohol or other drug abuse treatment in accordance with N.J.A.C. 6A:16-4.3(a)12, 4.3(a)13, and 4.3(a)14.
 - g. Disclosure to law enforcement authorities of the identity of a student in instances of alcohol and other drugs shall be in accordance with the requirements of N.J.A.C. 6A:16-4.3(a)3.
 - h. The Board may provide additional intervention and referral services for the student according to the requirements of N.J.S.A. 18A:40A-10 and N.J.A.C. 6A:16-8.
2. Anabolic Steroids
- a. Whenever any teaching staff member, certified or non-certified school nurse, or other educational personnel has reason to believe a student has used or may be using anabolic steroids, the person shall report the matter in accordance with N.J.A.C. 6A:16-4.3(b)1.



- b. The Principal or designee upon receiving such report shall immediately notify the parent and Superintendent and shall arrange for an examination of the student as soon as possible to determine whether the student has been using anabolic steroids in accordance with N.J.A.C. 6A:16-4.3(b)2.
 - c. Disclosure to law enforcement authorities of the identity of students in instances of anabolic steroids shall be in accordance with the requirements of N.J.A.C. 6A:16-4.3(b)3.
 - d. A written report of the examination shall be provided by the examining physician to the parent, Principal, and Superintendent.
 - e. If it is determined the student has used anabolic steroids, an appropriately certified school staff member(s) shall interview the student and others to determine the extent of the student's involvement with and use of anabolic steroids and the possible need for referral for treatment in accordance with N.J.A.C. 6A:16-4.3(b)5.
 - f. If the results of a referral for evaluation have positively determined the student's involvement with and use of anabolic steroids represents a danger to the student's health and well-being, an appropriately certified school staff member(s) shall initiate a referral for treatment to agencies and/or private practitioners as outlined in N.J.A.C. 6A:16-4.3(b)6.
- 3. A school employee who seizes or discovers alcohol or other drugs, or an item believed to be a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall comply with the provisions of N.J.A.C. 6A:16-6.4.
 - 4. The Board will provide intervention, referral for evaluation, and referral for treatment services to those students that are affected by alcohol or other drug use in accordance with the provisions of N.J.A.C. 6A:16-4.1(c)7.



5. Refusal or failure by a parent to comply with the provisions of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3 shall be treated as a policy violation of the Compulsory Education Act, pursuant to N.J.S.A. 18A:38-25 and 31, and child neglect laws, pursuant to N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-11.
6. Refusal or failure of a student to comply with the provisions of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3 shall be treated by the school district as a policy violation and handled in accordance with N.J.A.C. 6A:16-4.1(c)2.

E. In-Service Training

N.J.S.A. 18A:40A-15

The Board directs the Superintendent to develop a program of in-service training for all teaching staff members involved in the instruction of students in accordance with the provisions of N.J.S.A. 18A:40A-15. The Board will provide time for the conduct of the program during the usual school schedule. The in-service training program required in N.J.S.A. 18A:40A-15 shall be updated at regular intervals in order to ensure teaching staff members have the most current information available on this subject.

F. Parent Training Program/Outreach Program

N.J.S.A. 18A:40A-16; 18A:40A-17
N.J.A.C. 6A:16-4.1(c)8

The Board will provide a parent training program/outreach program in accordance with the provisions of N.J.S.A. 18A:40A-16 and 17.

G. Records and Confidentiality of Records

42 CFR Part 2
N.J.S.A. 18A:40A-7.1; 18A:40A-7.2
N.J.A.C. 6A:16-3.2; 6A:32-7.1 et seq.



Notations concerning a student's involvement with substances may be entered on his/her records, subject to N.J.A.C. 6A:32-7.1 et seq. and Policy 8330 regarding confidentiality information concerning a student's involvement in a school intervention or treatment program for alcohol or other drug abuse shall be kept strictly confidential according to 42 CFR Part 2, N.J.S.A. 18A:40A-7.1 and 7.2, N.J.A.C. 6A:16-3.2, and N.J.A.C. 6A:16-6.5

If an elementary or secondary student who is participating in a school-based drug or alcohol abuse counseling program provides information during the course of a counseling session in that program which indicates that the student's parent or other person residing in the student's household is dependent upon or illegally using a substance as that term is defined in N.J.S.A. 18A:40A-9, that information shall be kept confidential and may be disclosed only in accordance with N.J.S.A. 18A:40A-7.1 and N.J.A.C. 6A:16-3.2

H. Nonpublic School Students

N.J.S.A. 18A:40A-5; 18A:40A-17(c)

The Board has the power and duty to loan to students attending nonpublic schools located in this district and to the parents of such students all educational materials on the nature and effects of drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances developed and made available by the Commissioner of Education. The Board shall not be required to expend funds for the loan of these materials.

I. Civil Immunity

N.J.S.A. 18A:40A-13; 18A:40A-14
N.J.A.C. 6A:16-4.3(c)

No action of any kind in any court of competent jurisdiction shall lie against any employee, officer, or agent of the Board because of actions taken under the education statutes on substance abuse, N.J.S.A.

18A:40A-1 et seq., provided the skill and care given is that ordinarily required and exercised by other such employees, officers, and agents of the Board in accordance with the provisions of N.J.S.A. 18A:40A-13.

Any educational or non-educational Board employee who in good faith reports a student to the Principal or designee in compliance with N.J.A.C.



6A:16-4.3 shall not be liable in civil damages as a result of making such a report, as specified in N.J.S.A. 18A:40A-13 and 14.

J. Reporting Students to Law Enforcement Authorities

N.J.A.C. 6A:16-4.1; 6A:16-6.3

The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of a controlled dangerous substance, including anabolic steroids, or related paraphernalia or involved or implicated in distribution activities regarding controlled dangerous substances, including anabolic steroids; pursuant to N.J.A.C. 6A:16-4.1(c)9. The Superintendent or designee shall not disclose the identity of the student who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or other drug abuse problem provided the student is not reasonably believed to be involved or implicated in drug-distribution activities.

The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol and/or other drugs, pursuant to N.J.A.C. 6A:16-4.1(c)9.i. Law enforcement authorities shall not be notified of the findings if a student's alcohol or other drug test was obtained as a result of a district's voluntary random drug testing program pursuant to N.J.S.A. 18A:40A-22 et seq. and N.J.A.C. 6A:16-4.4.

K. Policy Review and Accessibility

N.J.S.A. 18A:40A-10; 18A:40A-11
N.J.A.C. 6A:16-4.2(a) and (b)

The Board will annually review the effectiveness of Policy and Regulation 5530 on student alcohol and drug abuse. The Board may solicit parent, student, and community input, as well as consult in the review process with local alcohol or other drug abuse prevention, intervention, and treatment agencies licensed by the New Jersey Department of Human Services.

This Policy and Regulation shall be annually disseminated to all school staff, students, and parents through the district website or other means.

N.J.S.A. 18A:40A-1 et seq.; 18A:40A-7.1 et seq.



POLICY

MANASQUAN BOARD OF EDUCATION

Students
5530/Page 8 of 8
SUBSTANCE ABUSE (M)

N.J.A.C. 6A:16-1.1 et seq.; 6A:16-4.1 et seq.; 6A:16-6.1 et seq.

Adopted: 14 June 2011
Revised: 01 March 2016



FACILITY USE AGREEMENT

This facility use rental agreement ("Agreement"), is made and entered into this _____ day of _____, 2017, by and between the Manasquan Board of Education, 169 Broad Street, Manasquan, New Jersey 08736 ("Lessee") and the Manasquan First Aid Squad, 65 Broad Street, Manasquan, New Jersey 08736 ("Lessor").

The Lessor owns and operates a First Aid Squad Building at 65 Broad Street, Manasquan, New Jersey known as Manasquan First Aid Squad Building ("Facility") and the Lessee operates a public school district at 169 Broad Street, Manasquan, New Jersey. The Lessor agrees to rent portions of the facility for a fee to Lessee due to Lessee's temporary hardship of lack of appropriate facilities to fully operate a new school program and initiatives.

NOW, THEREFORE, the following provisions are mutually agreed upon between the Lessor and the Lessee:

The Lessor and the Lessee, for the consideration hereinafter specified, agree as follow:

1. **Premises.** The Lessor does hereby lease to the Lessee and the Lessee does hereby rent from the Lessor the following described Premises: classrooms, restrooms and other common areas in the Manasquan First Aid Building located at 65 Broad Street, Manasquan, New Jersey (Premises) consistent with the schedule set forth under Paragraph 23.

2. **Term.** This Lease is for a term commencing September 1, 2017 and continuing through June 30, 2022 ("Lease Term"). If Lessee wishes to continue the Lease beyond June 30, 2022, it shall provide written notice on or before March 15, 2022 of such request, along with a new schedule of use, if necessary.

3. **Use.** The Premises are to be used and occupied only and for no other purpose than the instruction of students for the District's Public Safety Academy and other school programs operated by the Lessee and its students, parents and employees. The Lessee will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph, nor for any purpose deemed unlawful, disreputable, or extra hazardous.

4. **Rent.** The Lessee agrees to pay \$5,000 as rent each school year (\$500 per month) beginning September 1, 2017 through June 30, 2018, and \$5,000 per school year for each subsequent year under the terms of this lease. Payment is due no later than the first (1st) day of each month for which the facility is used.

5. **Repairs and Care.** The Lessee has examined the Premises and has entered into this Lease without any representation on the part of the Lessor as to the condition thereof. The Lessee will take good care of the Premises and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from the reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Lessee, excepted. The Lessee will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from Lessee's debris, trash and refuse.

6. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler

systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Lessor. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Lessor and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. **Signs.** The Lessee may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Lessor in writing. Any signs permitted by the Lessor will at all times conform to all municipal ordinances or other laws and regulations applicable thereto.

8. **Utilities.** The Lessor will pay all charges for water, sewer, gas, and electric utilities. In the event of temporary loss of utility services, Lessor shall not be responsible for any damages or losses incurred by Lessee. Lessee shall provide all custodial services to clean the classrooms, bathrooms and other areas used by Lessee each school day.

9. **Compliance with Laws, etc.** The Lessee will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at

the Lessee's own cost and expense.

10. **Assignment.** The Lessee will not, without the written consent of the Lessor, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof.

11. **Liability Insurance.** The Lessee, at Lessee's own cost and expense, will obtain or provide and keep in full force for the benefit of the Lessor, during the term hereof, general public liability insurance, insuring the Lessor against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$1,000,000 for property damage, for injuries to one person and for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State. The Lessee will deliver to the Lessor a Certificate of Insurance evidencing the above captioned insurance and the limits and will name the Lessor as an additional insured.

12. **Indemnification.** The Lessee will hold harmless and indemnify the Lessor from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Lessee's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Lessee or the Lessee's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Lessee or business of the Lessee.

13. **Fire and Other Casualty.** If there is a fire or other casualty, the Lessee will give immediate notice to the Lessor. If the Premises are partially damaged by fire, the elements or other casualty, the Lessor will repair same as speedily as practicable and the Lessee shall receive an equitable adjustment in the rent until the Premises are repaired. If, in the opinion of the Lessor, the Premises are so substantially damaged as to render them unlesseeable, then the rent will cease until the Premises are made Lesseeable by the Lessor. Lessor shall not be responsible for any relocation costs or losses incurred by Lessee under this Paragraph.

14. **Removal of Lessee's Property.** Any equipment, fixtures, goods or other property of the Lessee that are not removed by the Lessee upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Lessee, or upon the Lessee's eviction, will be considered as abandoned and the Lessor will have the right, without any notice to the Lessee, to sell or otherwise dispose of the same, at the expense of the Lessee, and will not be accountable to the Lessee for any part of the proceeds of such sale, if any.

15. **Events of Default; Remedies Upon Lessee's Default.** The following are "Events of Default" under this Lease: (a) a default by the Lessee in the payment of rent, or any additional rent when due or within ten (10) days thereafter; and (b) a default by the Lessee in the performance of any of the other covenants or conditions of this Lease, which the Lessee does not cure within seven (7) days after the Lessor gives the Lessee written notice of such default.

16. **Termination on Default.** If an Event of Default occurs, the Lessor may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Lessee seven (7)

days' notice in writing of the Lessor's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof.

17. **Validity of Lease.** The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

18. **Notices.** All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

19. **Title and Quiet Enjoyment.** The Lessor covenants and represents that the Lessor is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Lessee on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

20. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Lessor has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or

modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Lessor and the Lessee.

21. **Conformation with Laws and Regulations.** The Lessor may pursue the relief or remedy sought in any invalid clause, by conforming such clause to the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

22. **Janitorial Service.** The costs for Janitorial service shall be borne by the Lessee for each school day the facility is used by Lessee during the school year as set forth in Paragraph 23 below.

23. **Access to Premises.** Lessee will have access to the Premises on all school days for each school year, consistent with the Manasquan Board of Education's approved school calendar and any amendments thereto. School days shall be no longer than 4.5 hours per day over the term of the lease. In addition, Lessee will have access to premises on weekends and non-scheduled school days provided that five (5) days advance notice is given to Lessor and there are no other activities scheduled by Lessor on those days.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement.

Attest:

_____, Secretary

By: _____
_____, President

Attest:

By: _____
_____, President