

**SCHOOL ALLIANCE INSURANCE FUND
INDEMNITY AND TRUST RENEWAL AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2014, in the County of _____, State of New Jersey, by and between the School Alliance Insurance Fund, hereinafter referred to as "**Fund**", and the Governing Body of the **Franklin Twp. Board of Education**, hereinafter referred to as "**Educational Facility**";

WHEREAS, the **Fund** seeks to provide its members with insurance coverage;

WHEREAS, two or more educational facilities have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 18A:18B-1 *et. seq.* and the regulations promulgated pursuant thereto; and

WHEREAS, the **Educational Facility** is currently a member of said **Fund**; and

WHEREAS, the **Educational Facility** has resolved to renew said membership;

NOW, THEREFORE, it is agreed as follows:

1. The **Educational Facility** hereby renews its membership in the **Fund** for a three (3) year period, beginning July 1, 2014, and ending July 1, 2017 at 12:01 a.m. eastern standard time.
2. The **Educational Facility** agrees to participate in the **Fund** with respect to the types of insurance stated in the Renewal of Membership Resolution.
3. The **Educational Facility** hereby ratifies and reaffirms the bylaws and other organizational and operational documents of the **Fund** and as from time to time amended by the **Fund** and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were re-executed contemporaneously herewith.
4. The **Educational Facility** agrees to be a participating member of the **Fund** for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
5. In consideration of renewal of membership in the **Fund**, the **Educational Facility** agrees that for those types of insurance in which it participates, the **Educational Facility** shall jointly and severally assume and discharge the liability of each and every member of the **Fund** all of whom, as a condition of membership in the **Fund**, shall execute a verbatim counterpart to this Agreement. By execution hereof the full faith and credit of the **Educational Facility** is pledged to the punctual payment of any sums which shall become due to the **Fund** in accordance with the bylaws thereof, this Agreement or any applicable statute or regulation.

6. If the **Fund**, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Educational Facility** agrees to reimburse the **Fund** for all such reasonable expenses, fees and costs on demand.
7. The **Educational Facility** and the **Fund** agree that the **Fund** shall hold all monies paid by the **Educational Facility** to the **Fund** as fiduciaries for the benefit of **Fund** claimants all in accordance with applicable statutes and/or regulations.
8. The **Fund** shall establish and maintain Trust Accounts in accordance with N.J.S.A. 18A:18B-1 *et seq.* and such other statutes and regulations as may be applicable.
9. The Business Official designated in the Resolution to Renew Membership is hereby authorized to execute the Agreement to renew membership.

By:

Franklin Twp. Board of Education, *Authorized Signature*

By:

Chairperson, School Alliance Insurance Fund

**SCHOOL ALLIANCE INSURANCE FUND
RESOLUTION FOR RENEWAL OF MEMBERSHIP**

WHEREAS, the Franklin Twp. Board of Education, hereafter referred to as "**Educational Facility**" is a member of the School Alliance Insurance Fund, hereinafter referred to as "**Fund**"; and

WHEREAS, said renewal membership terminates as of July 1, 2014 at 12:01 a.m. standard time, unless earlier renewed by agreement between the **Educational Facility** and the **Fund**; and

WHEREAS, the **Educational Facility** is afforded the following types of coverages:

- Workers' Compensation
- Foreign Travel Liability
- Package - Property, Boiler & Machinery, General and Auto Liability, Environmental Impairment Liability
- Excess Liability (AL/GL)
- School Leaders Professional Liability
- Excess Liability (SLPL)
- Student Accident
- Supplemental Indemnity - Workers' Compensation
- Security Guard Liability

WHEREAS, the **Educational Facility** desires to renew said membership;

NOW THEREFORE, BE IT RESOLVED as follows:

1. The **Educational Facility** agrees to renew its membership in the **Fund** for a period of three years beginning July 1, 2014, and ending July 1, 2017 at 12:01 a.m. eastern standard time, and to be subject to the coverages, operating procedures, bylaws, and other organizational and operational documents of the **Fund** presently existing or as from time to time amended by the **Fund** and/or the Department of Banking and Insurance.
2. The **Educational Facility's** Business Official, Carol Delsandro, is hereby appointed as the **Educational Facility's** Fund Commissioner and is authorized to execute the renewal Indemnity and Trust Agreement thereby evidencing annexed hereto and made a part hereof and to deliver same to the **Fund** the **Educational Facility's** renewal of its membership.

This Resolution agreed to the ____ day of _____, 2014, by a vote of:

___ Affirmative	___ Abstain
___ Negative	___ Absent

By: _____