

## **PROGRAM AGREEMENT**

**WHEREAS**, Drew University, a private non-profit educational institution, located at 36 Madison Avenue, Madison NJ 07940, ("University") and the Randolph Board of Education, located at Randolph Township Schools, 25 School House Road, Randolph, NJ 07869 ("School") desire to enter into a Program arrangement permitting students enrolled at the University to obtain educational and work experience related to athletics and recreational programs at School, including scheduling of games and practices, securing officials for games, scheduling transportation, and scheduling fields, gyms, and other facilities for student use at School.

**NOW THEREFORE**, the parties agree as follows:

### **1. UNIVERSITY OBLIGATIONS.**

- a. Assure that all students selected for participation in Program have satisfactorily completed any portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Collaborate with School in identifying appropriate placement experience and identifying students suitable for the Program.
- c. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the School personnel and University personnel who are responsible for supervising those students.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules, regulations and policies of School while on premises of School and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by School as well as any other State and Federal laws pertaining to the school district.
- e. Provide information requested by School related to University students participating in the Program unless prohibited by federal or state law.
- f. Remove a University student from the Program when the School determines that the student has violated the rules and regulations of the School, has disclosed information that is confidential by law, or has engaged in conduct that disrupts the program and activities of the School. Students participating in the Program remain subject to Drew Policies and standards of conduct as well.
- g. Maintain all education records and reports relating to the educational program of University students, and comply with all applicable statutes, rules and regulations, including the Family Educational Rights and Privacy Act, respecting the maintenance of and release of information from such records.
- h. Inform University students of the need to have and maintain health insurance policies under the University health plan, or equivalent, and to advise each student of the potential liability the student could incur if he or she does not maintain appropriate health insurance coverage.

### **2. SCHOOL OBLIGATIONS.**

- a. Orient University students as to their role and function at the School.
- b. Plan and administer University student Program activities and supervise students in their assigned activities during the Program.
- c. Provide appropriate and qualified supervision of students during their placement.  
Advise University students about the rules, regulations and policies of the School and

provide the Student with its applicable rules and regulations, or other information related to the Program.

- d. Provide the equipment, supplies, qualified personnel, and supervised access to the School's activities related to the Program experience.
- e. Have all licenses required for School and assure that all School personnel are appropriately licensed.
- f. Students will be requested to sign a release permitting provision of emergency medical care and shall be solely responsible for the cost and expense of any such emergency care as well as any additional medical care arising out of emergency.

### **3. Responsibility of Students**

- a. All students must provide their own transportation and housing and are responsible for any costs associated with their transportation, meals, or housing.
- b. Students shall report to the School on time.
- c. All students shall conform to the standards of practice and conduct established by the University and the School and comply with all pertinent rules and regulations, policies, and procedures established by the School.
- d. All students must obtain prior written approval of the School and the University before publishing any material relating to the Program.

### **4. General Program Information**

- a. A Job Supervisor (Job Supervisor) and University Representative (University Representative) will work together to ensure coordination between the University and the School and to assist the student in acquiring the skills and knowledge related to their course of study or desired occupation.
- b. The Program will run from March, 2016 through June, 2016, or as the parties may otherwise agree in writing.

### **5. GENERAL PROVISIONS.**

- a. Students are placed with the School in order to receive educational experience, and related vocational experience suitable for the development of their skills and expertise.
- b. University students and personnel are not employees of the School or of the University and as a result or not covered by either for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security or any other purpose. University agrees to indemnify the School for the any of the foregoing compensation, fringe benefits, withholdings, pension contributions, etc., should a court or agency of competent jurisdiction determine that University student and personnel are employees of the School. Students and University personnel will be responsible for their own transportation, meals, and health insurance while participating in the Program. The University and School are independent contractors with respect to each other
- c. This Agreement constitutes the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, other than the Learning Contract (attached) which will be incorporated herein, will be effective to vary the terms of those

Agreements. Any amendment to this Agreement shall be reduced to writing and signed by an authorized representative of each party.

- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey. Any legal action relating to this agreement shall be venued in the Superior Court of the State of New Jersey.
- f. Either party may terminate this Program Agreement with or without cause by giving thirty (30) days written notice to the other party.
- g. This Agreement is intended for the mutual benefit of the parties and is not intended to create any rights or interests for any party or person other than the University and the School, including any third party benefits in a student, parent, guardian, or prospective employer.
- h. Neither This Agreement nor any obligation or rite hereunder may be assigned to any third party without the prior consent of the other party. Any purported assignment without such consent shall be null and void.
- i. All notices required or permitted under this Agreement shall be in writing and be deemed to be properly given if delivered by personal delivery or by certified or registered mail, return receipt requested to the parties at their listed addresses or to such other address as the parties may designate by written notice to the party hereunder.

**6. Allocation of Liability/Assumption of Risk/Indemnification.**

Each party agrees to be liable for its own negligence and the negligent acts or omissions of its trustees, directors, officers, students, or employees, subject to any applicable legal protections or immunities, including, but not limited, to the Charitable Immunity Act or Tort Claims Act, as the case may be. Each party further agrees to hold the other free and harmless and to defend and indemnify University, its trustees, directors, officers, or employees against any and all losses, damages and/or liabilities incurred by reason of any negligent act or acts by, commissions or omissions by its trustees, directors, officers, students or employees in connection with this Agreement, subject to any applicable legal protections or immunities.

Neither party assumes any responsibility for travel, incidental or other expenses of students or the other party's staff or faculty members.

**7. Insurance.** Each party shall, at its sole cost and expense, throughout the term of this Agreement or any extension thereof, obtain and maintain the following insurance:

- A. Commercial General Liability: \$1 Million per occurrence/\$3 Million aggregate.
- B. Professional Liability/ Educators Legal Liability: \$1 Million per occurrence/\$2 Million aggregate with Cyber Risk coverage for \$1 Million per occurrence/\$2 Million aggregate.
- C. For School: Workers Compensation: Statutory Benefits; \$1 million Employers Liability.  
Each party shall furnish the other a certificate of insurance showing proof of all coverage at the commencement of the term of this Agreement and each renewal certificate of such policy will be furnished at the expiration of the previous policies. Each party shall list the other as an additional

insured under its policies. All insurance must be primary, non-contributory and contain no exclusions.

**8. Compliance with Law.**

Each party agrees to be separately responsible for compliance with all laws and legal requirements, including but not limited to antidiscrimination laws, which may be applicable to the respective activities of this program and to cooperate with the other in meeting its obligations any matter resulting from a report of a violation.

**9. Confidentiality.**

Each party agrees to treat as confidential all non-public information disclosed to it by the other party in connection with this Agreement, including but not limited to written or oral communications, records regarding student participants, including education records (as defined under the Family Educational Rights and Privacy Act of 1974 [FERPA]), personal data, evaluations, plans, specifications, and other data (collectively, "Confidential Information") and to otherwise comply with the requirements of FERPA respect to the disclosure or redisclosure of education record information. Both parties agree to discuss with University student the student's obligations under FERPA with respect to School's students.

SCHOOL

University

By \_\_\_\_\_  
(Name) \_\_\_\_\_, President  
(Date) \_\_\_\_\_

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
Title \_\_\_\_\_  
(Date) \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Title \_\_\_\_\_  
Drew University \_\_\_\_\_  
Date \_\_\_\_\_