

AGREEMENT
FOR STUDENT INTERNSHIPS
BETWEEN
ROWAN UNIVERSITY
AND
BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT

THIS STUDENT INTERNSHIP AGREEMENT (this “Agreement”) is made and entered into as of July 1, 2021, by and between **Rowan University**, acting on behalf of its **Department of Office of Educator Support and Partnerships**, a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (hereinafter referred to as “University”) and **Black Horse Pike Regional School District, 508 Erial Road, Blackwood, NJ 08012** (hereinafter referred to as “Facility”).

The University offers instruction in selected disciplines. As part of each program, University seeks relevant, supervised experiences in both clinical and non-clinical practice settings. The purpose of this Agreement is to identify the mutual responsibilities and expectations of the University and the Facility, in connection with paid or unpaid internships for students in University’s Educator Preparation Programs (hereinafter referred to as the “Program”). The University and the Facility shall be referred to as a “Party” or collectively as the “Parties” herein.

WHEREAS, the University maintains educational programs and is seeking training opportunities for its student interns at the Facility; and

WHEREAS, the Facility provides quality experiential training opportunities for student interns; and

WHEREAS, the University shall require its student interns to perform with high standards at all times and comply with all policies and regulations of the appropriate department of Facility to which the student intern is assigned; and

WHEREAS, the education of the student interns shall complement the services and educational activities of the Facility; however, it is understood that student interns shall not be used in lieu of professional or staff personnel and shall be under the supervision of an onsite supervisor acceptable to the University; and

WHEREAS, Student interns will receive University academic credit for their educational internship at the Facility; and

WHEREAS, it is to the mutual interest and advantage of the Parties to enter into this Agreement in order that the student interns involved be given the opportunity and benefit of receiving training; and

WHEREAS, both Parties are mutually desirous of cooperating in the manner set forth in this Agreement and in the Exhibits, which are attached hereto and incorporated by reference herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and Exhibits, and intending to be legally bound hereby, it is agreed by both Parties as follows:

A. EDUCATOR PREPARATION PROGRAMS CLINICAL EDUCATION PROGRAM

1. It is agreed by both Parties that specific details of the Program, the assignment of student interns, and other specific duties and obligations of the Parties, in addition to those set forth in this Agreement, shall

be made by mutual agreement between the University and Facility, including, but not limited to: whether the student internship shall be paid or unpaid; the activities the student interns will participate in at Facility; the required number of supervision hours; and the specific student intern evaluation procedures to be followed.

B. RESPONSIBILITIES OF THE UNIVERSITY

1. The University shall provide the basic academic preparation of the student interns through classroom instruction and laboratory practice and will assign to the Facility only those student interns who possess a satisfactory record of completing prerequisite portion of the curriculum and who have met the minimum requirements established by Facility for the Program.
2. The University will maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning student participation in the educational internship program at the Facility, including evaluation and grading of student interns.
3. The University will provide to appropriate personnel at the Facility a list of the student interns to receive training at the Facility and will update such list as necessary.
4. The University shall advise student interns that their participation in the training experience does not entitle the student interns to employment with the Facility that extends beyond their participation in the internship at the Facility.
5. The University will promptly consider any reasonable request by the Facility for the withdrawal of student interns for sufficient and good cause if they are participating in an unpaid internship. The University acknowledges that student interns participating in paid internships are at will employees of the Facility, and that the Facility has the right, in compliance with applicable laws, to terminate the student interns at any time, with or without cause.
6. The University shall provide the Facility's staff with opportunities to participate in the development of specific educational objectives for each student intern as well as in the joint planning and evaluation of the student intern's educational experience.
7. The University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (*N.J.S.A. 59:1-1 et seq.*), the New Jersey Contractual Liability Act (*N.J.S.A. 59:13-1 et seq.*), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.
8. The University will provide its student interns participating in unpaid internships with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year. Coverage will extend to activities performed under this Agreement. Evidence of insurance will be provided upon request.

C. RESPONSIBILITIES OF THE FACILITY

1. If the student interns will be participating in paid training experiences, they shall be considered W2 employees of the Facility, entitled to all of the protections of the Facility's other employees, and shall be covered under the Facility's Workers' Compensation and Liability Insurance. The Facility will compensate the students for time spent performing work for the Facility at an hourly rate in compliance with applicable wage and hour laws. The Facility shall indemnify and hold the University harmless from any tax liabilities related to Facility's payment to paid student interns.

2. Each Party agrees that the student interns will be participating in a learning situation and that the primary purpose of the placement is for the student interns' learning. It is further understood that the student interns shall perform duties as part of their training under the direct supervision of the Facility.
3. The Facility agrees to provide to University a current list, upon request, of the names and professional academic credentials of the staff members who will participate in the student interns' Program at the Facility.
4. The Facility shall provide direction and supervision of student interns by personnel who meet the standards of recognized professional accrediting agencies or regulatory agencies in the state where the Facility is located and in accordance with the stated objectives of the Program.
5. Designated Facility personnel and the University's Program coordinator shall jointly plan and evaluate the student interns' training experience.
6. The Facility shall provide to student interns all rules and regulations of the Facility.
7. The Facility will inform the University and student interns in advance of any eligibility requirements for participation in the internship, including medical screening and/or criminal background requirements.
8. The Facility will notify the University immediately of any situation or problem which threatens a student intern's successful completion of the educational internship program at the Facility.
9. The Facility will assist any student intern requiring emergency medical care in the case of injury or illness during the affiliation. Student interns are required carry their own medical insurance, proof of which shall be furnished to the Facility upon request.
10. When required for accreditation and/or upon the University's request, the Facility will provide the University with its internship training program information, reports or other data.
11. The Facility will permit student interns to utilize the Facility's parking and library, together with the Facility's cafeteria (if any) at the student intern's own expense.
12. The Facility shall maintain the confidentiality of all student intern records produced by it or furnished to it by the University, and will not disclose information except as the University may request for its own use or as the student intern may direct or as required by law.
13. The Facility shall indemnify and hold harmless the University, including, without limitation, the University's agents, directors, officers, and employees from and against all claims, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to injury to or death of any person or damage to real or personal property in connection with (i) any breach by Facility of any provision hereof, or (ii) an act of negligence by Facility.
14. **The Facility will maintain insurance coverage as outlined below:**
 - (a) If the student interns are participating in a paid training experience, each Party agrees that the student interns will be treated as employees of the Facility and will be covered under the Facility's Workers' Compensation and Liability Insurance.
 - (b) All insurance coverage will be written on an occurrence basis and will be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A (XI) or better. Facility will provide the University with its certificates of insurance.

- (c) The Facility shall carry professional liability insurance covering its professionals with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year.
 - (d) The Facility shall also carry Comprehensive General Liability Insurance to include coverage for claims of bodily injury and property damage, personal and advertising injury, products and completed operations, and contractual liability with minimum limits of:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 personal and advertising injury;
 - c. \$3,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate.
 - (e) The Facility shall also carry Workers' Compensation Insurance in statutory amounts applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the Facility and its employees. This insurance shall include Employers' Liability Protection with minimum limits of:
 - a. \$1,000,000 bodily injury, each occurrence;
 - b. \$1,000,000 disease, each employee; and
 - c. \$1,000,000 disease, aggregate policy limit.
 - (f) All liability insurance certificates must name Rowan University as an additional insured on the policy.
15. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, the Facility must follow the strictest protocols and procedures laid out by federal, state, and local governments and federal and state health agencies to reduce the risk of the spread of COVID-19. No later than five (5) days prior to the commencement of a student's internship at the Facility, Facility must provide the University with a detailed and specific plan of how it intends to comply with all governmental requirements and recommendations related to the safety of student participation in the internship. University reserves the right to require specific procedures be implemented in order to best protect the health and safety of its students, faculty, staff, and the public.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. Both of the Parties to this Agreement are independent contractors. It is not intended that an employment, joint venture, or partnership agreement be established by this Agreement.
2. The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the internship, or where any of them make it illegal, impossible, inadvisable, or impracticable to implement the internship, or to fully perform the terms of this Agreement.
3. As applicable, student interns shall comply with all immigration-related requirements under the law in connection with their internships at Facility and, if necessary, shall complete and submit any required documentation.

4. The determination of the number of student interns, their schedules, the time commitment and the availability of space and/or rotations shall be made by mutual agreement between the University and Facility.
5. The University's instructors and Facility personnel shall consult periodically to review student intern progress and to review the Program in general.
5. The Facility is in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment in, its programs and activities.
6. The University in its programs and services adheres to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this Agreement, Facility certifies that it does not discriminate on these grounds either.
7. The term of this Agreement shall be for a two (2) year period, from July 1, 2021 through June 30, 2023, and shall automatically renew for additional one (1) year terms, unless either Party to this Agreement notifies the other, in writing, of its intention not to renew this Agreement at least ninety (90) days' prior to the expiration of the contract year term thereof.
8. This Agreement may be terminated by either Party giving written notice to the other Party at least ninety (90) days prior to the effective date of such termination.
9. This Agreement may be terminated by either Party at any time if the other Party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other Party.
10. Notwithstanding any termination under this Agreement, once a student has been accepted by the Facility for the Program, and as long as the student remains in good standing at the University and within the Facility's performance standards, and the student's training has not otherwise ended, the student shall be permitted to complete the internship at the Facility.
11. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each Party as follows:

If to the University:

Anthony Lowman, Ph.D.
Provost & Senior VP for Academic Affairs
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With a Copy to:

Dr. Stacey Leftwich
Executive Director, Office of Educator Support and Partnerships
Educator Preparation Programs
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

If to the Facility:

[INSERT CONTACT INFORMATION]

12. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties.
13. This Agreement and its Exhibit(s) represent the entire understanding of the Parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the Parties.
14. This Agreement and its Exhibit(s) shall be binding on the Parties and their respective successors and assigns. Neither Party shall assign its duties and obligations under this Agreement without the prior written consent of the other Party.
15. This Agreement is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions not a party to this Agreement.
16. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

**BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT**

ROWAN UNIVERSITY

By: _____
Name
Title

By: _____
Anthony Lowman, Ph.D.
Provost & Senior VP for Academic Affairs

Date: _____

Date: _____