

AGREEMENT
FOR STUDENT INTERNSHIPS
BETWEEN
ROWAN UNIVERSITY
AND
NEWARK BOARD OF EDUCATION

THIS STUDENT INTERNSHIP AGREEMENT (this “Agreement” or “MOU” (Memorandum of Understanding)) is made and entered into as of this day in August 2022, 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” or “Partner”) and **Newark Board of Education, 765 Broad Street, Newark, NJ 07102** (hereinafter referred to as “Facility” or “Board”).

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.
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. The Newark Board of Education is to be added to all certificates of insurance. Evidence of such insurance will be provided upon request.

C. RESPONSIBILITIES OF THE FACILITY

1. This Agreement is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this Agreement does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractors, agents, students, interns or representatives under this Agreement.
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. To the extent permitted by law, and subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Rowan University shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents, students, interns or officers, in the performance of its obligations assumed pursuant to this Contract. Rowan University hereby releases the Newark Board of Education from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with Rowan Universities performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract.

To the extent permitted by law, and subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Newark Board of Education shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this Contract. The Newark Board of Education hereby releases the Rowan University from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Newark Board of Education performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract.
14. The Board 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. The Board shall maintain for the duration of the MOU insurance against claims for injuries to persons and/or damages to property.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
 - B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
 - C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.
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, upon request, Facility will 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.
16. Partner shall ensure that each worker(s), subcontractors(s), agent(s), student(s), intern(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s), student(s), intern(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.
17. Partner shall ensure that each worker(s), subcontractors(s), agent(s), student(s), intern(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this MOU. The services under this MOU shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this MOU.
18. Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by

Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform

D. 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 one (1) year period, from May 16, 2022 through June 30, 2023. and may renew for additional one (1) year terms upon the written mutual agreement of both parties.
8. This Agreement may be terminated by either Party for convenience and without penalty by giving written notice to the other Party of at least ten (10) 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. 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.

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.

NEWARK BOARD OF EDUCATION

ROWAN UNIVERSITY

By: _____
Dawn Haynes
Board President

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

Date: _____

Date: _____