## Glassboro Public Schools



### **MEMO**

Date: October 13, 2015

To: Dr. Mark Silverstein

From: Danielle Sochor, Chief Academic Officer

Re: MOU for Field Placements between Rowan University and Glassboro School District

Action Memo-October 21, 2015 Board Meeting

Recommend the Board approve the MOU for Field Placements between Rowan University and Glassboro School District.

DS/bg

# AFFILIATION AGREEMENT BETWEEN ROWAN UNIVERSITY COLLEGE OF EDUCATION AND Glassboro SCHOOL DISTRICT

This Agreement is made this first day of October, 2015 between Rowan University College of Education, hereinafter referred to as the UNIVERSITY and Glassboro School District, hereinafter referred to as the DISTRICT.

Whereas, the UNIVERSITY and the DISTRICT wish to engage in a mutually beneficial affiliation providing for training of teaching professionals and innovative learning experiences for students of DISTRICT, and

Whereas, the UNIVERISTY AND DISTRICT wish to conduct a field experience for students of the UNIVERSITY whereby students and mentor teachers will participate in the field experience at the DISTRICT as an integral part of their education.

Now, therefore, in consideration of the mutual promises hereinafter contained, the parties do hereby covenant and agree as follows:

#### 1. The UNIVERSITY agrees:

- a. To provide an educational field experience assignment schedule of dates for the affiliation periods throughout the academic year.
- b. That students assigned for field experience will receive no compensation.
- c. To orient students and mentor teachers to the expected outcomes as stated in the Course Outline/ Syllabus and student handbook.
- d. To assure that students understand that they are guests of the DISTRICT and are expected to conform to the rules, regulations and policies of the DISTRICT.
- e. That students have met the UNIVERSITY health requirements.
- f. To assure that students obtain any necessary prequalification screenings for participation in the program.
- g. That the liability of UNIVERSITY and its employees shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., ("Act") the New Jersey Contractual Liability Act, N.J.S.A. 59-13-1 et seq., and the availability of appropriations.

ROWAN UNIVERSITY 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 the State or its employees are covered under the terms and provisions of the Act.

The Act also creates a special self-insurance fund and provides for payment of claims under the Act against the State or against its employees, for whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties.

Rowan University will provide its students participating in this program 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. Certificates of insurance will be provided upon request.

#### 2. The DISTRICT agrees:

- a. To provide the UNIVERSITY with an evaluation of students' performance upon completion of the field experience.
- b. To provide the necessary supplies, use of DISTRICT facilities, and supervision as may be required to insure a mutually beneficial learning experience for the students of the UNIVERSITY and DISTRICT.
- c. To provide an orientation of its plants, facilities, and procedures for the UNIVERSITY'S students.
- d. To provide emergency care to the same degree as DISTRICT'S employees for students in case of illness or accident but shall not be responsible for any further care. In no event shall DISTRICT be responsible for a greater amount of degree of care of assistance than it would reasonably provide for its paid employees. The UNIVERSITY shall be promptly notified of any such occurrence.
- c. That students shall be supervised by professionals in their field.
- f. To allow students to use the dining facilities or other break rooms provided to DISTRICT'S paid employees, if available, but cost of meals will be paid by the individual at established rates.
- g. To inform UNIVERSITY and students of any prequalification requirements for eligibility for participation in the program in advance of the program, including criminal background verification, Mantoux clearance, and similar screening requirements.
- h. The DISTRICT agrees to maintain individual policies of professional liability and general liability insurance for itself and its employees with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars

(\$3,000,000) in the annual aggregate. The DISTRICT will also maintain Worker's compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the DISTRICT and its employees. This insurance shall include Employers' Liability Protection with a limit of liability of not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit. Certificates of insurance will be provided to the UNIVERSITY upon request.

#### 3. The parties hereto mutually agree:

- a. Not to discriminate on the basis of race, creed, color, age, sex, handicap, marital status, sexual preference, religion, national origin, or other classifications protected under applicable law.
- b. Responsibility for planning the field experience in the DISTRICT will be jointly shared by the DISTRICT'S staff and the UNIVERSITY'S instructors.
- c. Student curriculum, attendance and scheduling shall be under the direction of the UNIVERSITY so long as they do not conflict with DISTRICT'S rules and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. To provide for student identification within the facility.
- f. The parties reserve the right to withdraw from this agreement in the event that the other party shall lose its accreditation or if other such changes occur which may be contrary to the requirement for licensing or certification for students in the program.
- g. This agreement represents the entire understanding between the parties and may be modified or amended by mutual consent.
- h. This agreement will be automatically renewed each year unless either party provides sixty (60) days written notice of intent to cancel the contract.
- j. It is understood that this agreement may be terminated by either party giving 60-days notice in writing to the other party by registered mail. Such termination shall not take effect, however, at the discretion of the UNIVERSITY with regard to students already enrolled, until such times as these students have completed their respective assignments.

k.	Neither	party	will	assign	or	transfer	any	interest	in	this	agreement	without	the
	other pa	rty's p	rior	written	apı	proval.					-		

i.	This	agreement	shall	be	interpreted	according	to	the	provisions	of	the	laws
		rning the St							•			

Monika Shealey, Ph.D., Dean, College of Education, Rowan University	Date
Authorized Signatory of District	Date