



Contract # _____

**STOCKTON UNIVERSITY
SERVICE-LEARNING AGREEMENT**

This AGREEMENT effective the _____ day of _____, 20_____

BETWEEN

NAME: _____
ADDRESS: _____

(Hereinafter referred to as the "AFFILIATE")

AND

STOCKTON UNIVERSITY

101 Vera King Farris Drive Galloway, New Jersey 08205-9441

(Hereinafter referred to as the "UNIVERSITY")

The University and the Affiliate agree to establish a cooperative relationship that supports the education and experiential learning of students of the University ("Student(s)") under the terms and conditions set forth herein. The parties agree as follows:

1. Purpose: The parties wish to establish a program that provides Students an opportunity to acquire experience through service-learning with the Affiliate in a professional setting prior to graduating from the University ("Service-Learning"). The Affiliate has suitable experiences, supervisors, and facilities available for the educational experience of the Student. It is mutually beneficial to the University and Affiliate to have the Student participate in Service-Learning at the Affiliate's site location. Therefore, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities for Service-Learning.

2. Service-Learning Plan: In conjunction with this Agreement, the University, the Student and the Affiliate will develop a Service-Learning Plan agreed to by the parties setting forth the specifics of the Service-Learning, including details such as duration, duties and responsibilities of the parties.

3. Coordination and Communication: The University and the Affiliate will coordinate and cooperate regarding the Student's Service-Learning. Each party will designate a representative ("Representative") for such communications. The Representative from the University will serve as a faculty or professional staff member. The Representatives are the following persons:



University:
Name: _____
Dept: _____
Phone: _____
Email: _____

Affiliate:
Name: _____
Dept: _____
Phone: _____
Email: _____

Either party may change the designated Representative or their contact information by notice in writing. The University Representative will provide the Affiliate Representative with necessary information prior to the Student's assignment. In addition, the University Representative, professional staff member, or other faculty members will monitor and evaluate the Student's performance during the Service-Learning.

4. Orientation and Supervision: The Affiliate will orient the Student to the Affiliate's policies, rules and schedules. The Affiliate will assign a direct supervisor who will be on-site or readily available by phone or other electronic means for consultation, supervision and direction for the Student (the "Site Supervisor").

5. Medical Treatment of Students: If a Student requires emergency medical treatment while on-site at the Affiliate, then the Affiliate will provide such emergency care as is provided to its employees. If the Affiliate does not have the resources to provide emergency care, the Affiliate will refer the Student to the nearest emergency department. With the exception of emergency medical treatment, the Affiliate will assume no other responsibility for the medical treatment of Students while on site at the Affiliate. Students are responsible for their respective health care costs if medical care or treatment is necessary.

6. Professionalism: The Affiliate will provide the Student with adequate workspace and resources (e.g., office supplies, access to computer) needed to conduct Service-Learning activities. The Student shall be under the direction, supervision, and control of the Affiliate with respect to their relationship with the Affiliate's employees. The Affiliate may set standards and establish reasonable rules and regulations that may govern the conduct of the Student during Service-Learning.

7. Student Status: While engaged in Service-Learning, the Student shall retain the status of a registered student working towards the fulfillment of a degree requirement. The Student is not an employee or agent of the University. The Student shall not displace regular employees of the Affiliate. Unless negotiated between the Student, University, and Affiliate, the Student is not entitled to any monetary or other remuneration for services performed within Service-Learning activities.

8. Evaluation: The University will provide the Affiliate with Service-Learning criteria and the expected timeline for the Service-Learning Plan and the Student will provide the Affiliate with course requirements and schedule for meetings/seminars or activities that may interfere with the Student's Service-Learning schedule. Upon completion of Service-Learning, the Affiliate will complete and return to the University Representative an evaluation document of the Student's performance agreed to by the parties.

9. Removal of Student: The University shall, upon written request of the Affiliate, remove any Student participating in Service-Learning who at any time fails to comply with the Affiliate's policies or procedures. In addition, the University may terminate Service-Learning upon prior written notice to the Affiliate (a) for any Student who is not in compliance with the University's policies and procedures or (b) if the Affiliate is not complying with the terms and conditions of this Agreement.

10. Inspection: The Affiliate will permit, on reasonable notice and request, the inspection of the Affiliate's facilities by the University or other agencies charged with responsibility for accreditation of the University.

11. Term: The term of this Agreement shall be for a period of three (3) years, commencing on the first date written above. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other; provided, however, that if a Student is performing Service-Learning on the date of the Affiliate's notice, then any such termination shall not become effective for that Student until the end of the Student's Service-Learning.

12. Compliance with Laws, Nondiscrimination: Each party will comply with all state and federal laws applicable to this Agreement. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of any legally protected characteristic, including but not limited to: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

13. Confidential Information:

a. Each party will exercise its best efforts to safeguard each other's confidential information. Such precautions will be at least as great as those that either party takes to protect its own confidential information. Each party will disclose the other party's confidential information to its employees or consultants only on a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the Agreement, it will be, at the option of the owning party, returned to its owner or destroyed. This provision shall survive termination of this Agreement.

b. The affiliate shall adhere to the requirements of the Family Educational Rights and Privacy Act (FERPA) USC § 1232 et. seq. to the extent it maintains any student records.

14. Liability Provisions:

a. The Affiliate shall defend, indemnify, and hold harmless the University, its governance board, agents, officers, employees and Students, from and against all claims, damages, losses, and expenses arising from the acts, errors, mistakes, omissions, work or service of the Affiliate, its agents, employees, and sub-contractors, in the performance of this Agreement.

b. The Affiliate shall maintain in full force and effect at all times during the Term of this Agreement commercial general liability insurance and other customary and reasonable insurance coverages for its employees, officers, and agents in the performance of this Agreement, and the means for defense and payment of claims that may arise against the Affiliate or such individuals.

15. General Provisions:

a. This Agreement constitutes the entire agreement between the parties. The parties may modify this Agreement by a subsequent written amendment executed by the parties.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law provisions, and any action arising from this Agreement shall be commenced in the New Jersey courts located in Atlantic County, New Jersey or the federal courts located in the State of New Jersey.

c. The parties agree that the University may publish the Affiliate's name as being affiliated with the University in any advertising, promotional literature or any other written communication without prior written approval.

d. All notices, requests, or other communications given from one party to the other will be in writing and will be emailed, sent by first-class mail, or transmitted by hand delivery or facsimile, addressed to the respective party Representative specified above. All notices, requests or communications that are not hand delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile or email transmission.

e. This Agreement shall not be construed to create any joint venture, partnership, employment or other agency relationship between the University and the Affiliate.

f. The rights and duties of this Agreement are not assignable except with the express written consent of the other party to this Agreement.

16. Representations and Warranties: Affiliate represents and warrants that it is in compliance with all federal, state and local laws, regulations, executive orders, protocols and guidance, including OSHA and CDC guidance, for operations during the COVID-19 pandemic and that, prior to commencement of the educational programs, Affiliate will:

- a. provide to students Affiliate's specific rules and regulations for operations during the COVID-19 pandemic,
- b. instruct students on the specific COVID-19 operating practices and the proper use of Personal Protective Equipment (PPE) associated with the risk level of the work to be performed by the students as recommended by the CDC, and
- c. provide students with all required PPE associated with the risk level of the work to be performed by the students as recommended by CDC.



17. Authorized Signatures: The parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective parties and that the parties agree to the terms and conditions of this Agreement as shown by the signatures below.

STOCKTON UNIVERSITY:

AFFILIATE:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

11/1/2022