

ADDENDUM

THIS ADDENDUM to the Memorandum of Agreement dated August 13, 2020, between

BRICK TOWNSHIP BOARD OF EDUCATION

AND

GEORGIAN COURT UNIVERSITY

NOTWITHSTANDING any language contained in the Agreement, to the contrary, it is hereby agreed as follows:

1. Georgian Court shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.
2. This Agreement shall be in effect from the date that this Agreement is executed until one (1) year thereafter unless terminated earlier pursuant to this Agreement.
3. Georgian Court represents that none of the students or staff it is recommending have a criminal record. In the event a student or staff member acquires a criminal record during the term of the Agreement between the parties, such student or staff member shall be removed from the Program by Georgian Court.
4. Georgian Court and/or its students and staff shall be required to provide their own medical health care in case of an accident or illness and provide their own medical insurance.
5. Georgian Court shall only refer for participation in the Brick Cohort Program herein referred to as "The Program" students who are in good academic standing and Georgian Court, shall at the request of the Board provide the Board with verification of such good standing.
6. All students recommended by Georgian Court shall meet all applicable health standards established by any applicable governmental authority and implemented by the Brick Township Board of Education herein referred to as the "Board". The Board shall have the right to terminate any student when the health

status of such student is detrimental to the health and/or safety of the Board's students or staff as determined by the Board.

7. Student Responsibilities. Georgian Court shall notify the students who are to participate in the Program that they are responsible for:

(a) Following the clinical and administrative policies, procedures, rules and regulations of Board.

(b) Arranging for their transportation and living arrangements.

(c) Arranging for and assuming the cost of their health insurance. (d)

Assuming responsibility for treatment of any illness or injury the student may have while participating in the Program, obtaining necessary immunizations and a tuberculin test, and having an annual health examination.

(e) Keeping all student information confidential. The discussion, transmission or narration in any form by students of any student information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

(f) Advising the student of the dress code of the Board, provided Board shall have provided same to Georgian Court.

(g) Attending an orientation of the Board.

(h) Complying with the rules and regulations that have been developed by Georgian Court's Psychology & Counseling Clinical Mental Health Counseling Program to govern student activities during assignment to a training Institution.

8. Payroll taxes and Withholdings. Georgian Court shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of Georgian Court providing services under this Agreement. Georgian Court shall defend, indemnify and hold Board harmless against all claims against the Board by employees or agents of Georgian Court with respect to payroll taxes, withholdings, workers' compensation and other insurance benefits.

In addition, Brick Township Board of Education shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of Brick Township Board of Education providing services under this Agreement. Brick Township Board of Education shall defend, indemnify and hold Georgian Court harmless against all claims against Georgian Court by employees or agents of Brick Township Board of Education with respect to payroll taxes, withholdings, workers' compensation and other insurance benefits.

9. Georgian Court shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect the Board from and against liability arising from or incident by Georgian Court students participating in the Program. Coverage under such insurance shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. Georgian Court shall provide Board with a certificate of insurance evidencing the insurance coverage required under this Section upon request. Georgian Court shall further ensure that not less than thirty (30) days notice shall be provided to Board of the cancellation or reduction of such insurance. Georgian Court shall promptly notify the Board of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

10. Duty to Protect. Each party will protect the other party's Confidential Information and will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to provide services under this Agreement. Each Party will apprise said persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement.

11. FERPA COMPLIANCE. The parties recognize that they are bound

to comply with FERPA in their handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party may need to have access to certain educational records maintained by the other party in properly administering their duties and obligations under this

Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents with regard to their respective obligations under FERPA and shall maintain their practices in strict accordance with the requirements of that act. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the FERPA. Any permitted redisclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify and hold harmless the other party and their officers, trustees, employees and agents from any liability, damages, claims actions, causes of actions, demands, judgments or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees or agents to abide by FERPA or its implementing regulations.

12. Survival. The rights and obligations of each and every paragraph of this Addendum and the Memorandum of Agreement shall survive the expiration or the sooner termination of this Agreement.

13. INDEPENDENT CONTRACTOR. Georgian Court is and will perform its Services as an independent contractor for the Board. Nothing in this Agreement shall be construed so as to render Georgian Court an employee, agent, representative, joint venturer or partner of the Board, and Georgian Court shall not hold itself out to others in such capacity. Georgian Court shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Board. Georgian Court shall have no authority to bind the Board to contracts or to incur any other obligations on behalf of the Board, and any such contracts or obligations entered into or incurred by Georgian Court shall be void.

14. Georgian Court agrees to defend and indemnify and hold harmless the Board, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to

personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of Georgian Court, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. Georgian Court's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

In addition, Brick Township Board of Education agrees to defend and indemnify and hold harmless Georgian Court, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of Brick Township Board of Education, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. Brick Township Board of Education's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

15. CONFIDENTIALITY. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

16. TERMINATION. Either party shall have the right and option to terminate this Agreement upon thirty (30) days written notice to the other party.

17. Assignment of Rights. Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

18. AFFIRMATIVE ACTION:

The Parties agree to incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Georgian Court agrees to comply fully with the terms, provisions, conditions and obligations of said Subsection 3.4(a), provided that said Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of said Regulations.

The Parties agree to further incorporate into this Agreement the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Georgian Court or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

Georgian Court shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. Georgian Court shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

19. AMERICANS WITH DISABILITIES ACT OF 1990:

Georgian Court shall comply with the "Americans With Disabilities Act of 1990".

20. INTERPRETATIONS OF SPECIFICATIONS AND CONTRACT:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

21. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

22. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

24. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

25. BUSINESS REGISTRATION CERTIFICATE. The parties to this Contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009, c. 315 in regards to Business Registration Certificate.

26. The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.

27. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

28. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

29. Georgian Court shall comply with Exhibit A “Mandatory Equal Opportunity Language”.

30. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

31. During the performance of this contract, Georgian Court shall

knowingly not allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. “Meghan’s Law”, as a tier 3 offender (sex offenders determined to pose a relatively high risk of offense”) or a Tier 2 offenders (sex offenders determined to pose a moderate risk of re-offense), upon the Board’s property.

32. Georgian Court shall file a certificate of insurance for all insurance required under this Agreement with Board. Certificates shall include the following language: This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

WITNESS/ATTEST:

**BRICK TOWNSHIP
BOARD OF EDUCATION**

BY: James W. Edwards, Jr., CPA
Business Administrator

WITNESS/ATTEST:

GEORGIAN COURT UNIVERSITY

BY:

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection- at or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Cant*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.