

**AGREEMENT BETWEEN THE
BRICK TOWNSHIP BOARD OF EDUCATION
AND
HARCUM COLLEGE
FIELDWORK PLACEMENT FOR
HARCUM COLLEGE Occupational Therapy Assistant Students in Classes
124/231/232.**

THIS AGREEMENT is made the ___ day of _____, 2013, by and between Harcum College ("College") located at 750 Montgomery Ave, Bryn Mawr, Pa 19010 and the Brick Township Board of Education (hereinafter referred to as "District"), located at 101 Hendrickson Avenue, Brick, NJ 08724.

IT IS AGREED

- 1) The College and the District agree to collaborate in an effort that links classroom learning with practical experiences as stated and defined in the College's Fieldwork Educator's Manual.
- 2) The College agrees to provide a Faculty Liaison to:
 - (a) Conduct visits to the District's location to facilitate the term of the terms Agreement, including the Learning Contract which is determined mutually with the student, Field Instructor, and Field Liaison (College representative).
 - (b) Engage in discussions with the student, the District designated Field Instructor and/or other appropriate representatives when the Faculty Field Liaison is advised of any problem, including those defined in the Field Manual's "Appeal Process," between a Harcum College student ("Student") placed at the District and between the District's Field Instructor or any other District employee or agent.
 - (c) Facilitate the Final Evaluation, although the District designated Field Instructor will complete the evaluation of the student.
- 3) The College agrees to identify curriculum content relevant to the field and conduct an Integrative Seminar in conjunction with the field experience.
- 4) The College agrees to have all participating Students have a security background clearance performed, which includes each student providing their fingerprints, Date of Birth and Social Security Number.

- 5) Provide the District with evidence of professional liability insurance coverage for the student in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate
- 6) The District agree to:
 - (a) Provide a mandatory orientation class (8hrs) on general institutional.
 - (b) Provide either an OTA or OT level staff member to act as the "Field Instructor" who graduated from a CSWE- accredited program to provide supervision and instruction of the Student.
 - (c) Inform the Faculty Field Liaison or Coordinator of Field Education of any problems or concerns regarding the Student within field instruction as defined in the "appeal process" in the Field Manual
 - (d) Inform the Faculty Field Liaison or Coordinator of Fieldwork Education of any problems or concerns within the District of the Student's well being "due to personal issues" as defined in the Appeal Process" in the Field Manual.
 - (e) Provide weekly supervision to the Student of at least 8 hours weekly.
 - (f) Provide learning experiences for the student as are defined in "The Field Education Setting" in the Field Manual.
 - (g) Provide office spaces and supplies and the access to the District records in accordance with HIPAA standards in order for the Student to prepare and work effectively.
 - (h) Provide release time for the Field Instructor to effectively teach and supervise the student.
- 7) This agreement shall be effective for the 2013-2014 school year.
- 8) The College or the District may terminate this Agreement at any time prior to its scheduled termination date upon providing written notice.
- 9) The District may, for good cause, refuse to accept any Student assigned to train in the District.
- 10) The District may, at any time, discontinue the District field work placement of a Student upon notification to the College. Such dismissal shall not be arbitrary or unreasonable. Students shall be instructed by the College to promptly and without protest leave an area whenever they are requested to do so by an authorized District representative.

- 11) Students shall be subject to the rules, regulations and policies of the District and the College.
- 12) Students assigned to District shall be in good standing with the College, and, if they successfully complete their training at the District, shall receive academic credit for successfully completing their training at the District.
- 13) All District properties are tobacco free zones; Students are prohibited from using any tobacco product on District property.
- 14) All District properties are drug free school zones as enforced by the Brick Township Police Department.
- 15) As required by 20 U.S.C. 1232(g) (Family Educational Rights and Privacy Act, "FERPA") and N.J.A.C. 6a:32-7.1 et seq. the College and/or Student shall not disclose any information or records regarding District Students or their families that the College or the Student may learn or obtain during the course and scope of their respective performances under this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information. The College is responsible for ensuring Student compliance with all applicable laws.
- 16) None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the District and the College other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors, or employees shall be construed to be the agent, employer or representative of the other except provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing to the other.

- 17) The College shall defend, indemnify and save harmless the District, its officers, agents and employees from and save harmless the District, its officers, agents and employees from and against all suits, cost (including attorney fees and cost, and court fees), claims expenses, liabilities, loss and judgments of every kind to which the District may be subjected by any reason of providing services to Harcum College student(s), and any action taken by Harcum College, including its students, officers, and agents and employees. (This was our #9)
- 18) The District shall defend, indemnify and save harmless the College its' officers, agents and employees from and against all suits, cost (including attorney fees and cost, and court fees), claims, expenses, liabilities, loss and judgments of every kind to which the College may be subjected by any reason of receiving services from the District, and any action taken by District, including its officers, agents and employees.
- 19) Any dispute under this Agreement or related to this Agreement shall be governed by laws of the State of New Jersey, and any litigation arising out of the Agreement shall be venued in the Superior Court of New Jersey, Ocean County Vicinage.
- 20) This Agreement is not for the benefit of any third party that is not referred to herein and shall not be deemed to give any right or remedy to any such third party.
- 21) The College hereby represents and warrants that the person executing this Agreement for the College is an authorized agent who has actual authority to bind College to each and every term, condition and obligation set forth in this Agreement and that all requirements of the College have been fulfilled to provide such actual authority.
- 22) The District hereby represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition and obligation set forth in this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.

23) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations.

IN WITNESS WHEREOF, the Parties hereto set their hands and seals the day and year written below.

Brick Township Board of Education:

Signature: _____

Name: James W. Edwards, Jr. CPA

Title: Business Administrator/Board Secretary

Date: _____

Harcum College:

Signature: _____

Name: Jon Jay DeTemple

Title: PRESIDENT

Date: 7/17/13