



KEAN

HEALTH AND HUMAN PERFORMANCE EXERCISE SCIENCE FIELDWORK AGREEMENT

This Agreement (the "Agreement") is entered into as of May 18, 2026 between Union High School with an address 2350 North Third St. Union, NJ, 07083 ("Facility") and Kean University located at 1000 Morris Avenue, Union, New Jersey 07083 ("Kean University"). The Facility and Kean University are each also referred to as a "Party" and are collectively referred to as the "Parties."

1. Term of Agreement.

The term of this Agreement will be for an initial duration of one (1) year to commence on 09/01/2026 and expire on 12/21/2026. The Agreement may thereafter be renewed for additional three (3) years upon the mutual written consent of the Parties.

2. Termination of Agreement.

2.1 Either party has the right to terminate this Agreement on thirty (30) days prior written notice to the other party in accordance with the notice provisions outlined below. In the event of a breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party written notice. In the event that the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.

2.2 In the event this Agreement is terminated, it shall remain in effect until the completion of any Program committed to or commenced at the time of such termination, subject to the right of the Facility to withdraw a student from the Program as set forth herein. The Facility agrees that no students participating in any ongoing Program will be denied the opportunity to complete the Program, even when the termination effective date occurs prior to the completion date of the Program.

3. Kean University Responsibilities

Kean University shall:

3.1 Assume and maintain full responsibility for the planning and execution of the **Health and Human Performance Exercise Science Fieldwork Program** (the "Fieldwork Program") educational curriculum including programming, administration, grading, the requirements for matriculation, and graduation of students.

3.2 Upon the Facility's request, withdraw any student from the Facility when student is determined to be unacceptable to the Facility for reasons of health, poor performance of duties, or other reasonable causes.

3.3 Maintain all records and reports regarding students' work experiences such as signed application forms, student evaluations and student assignments.

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- 3.4 Only select students to participate in the fieldwork program who are enrolled in a program leading to a graduate or a master's degree.
 - 3.5 Prior to placing any student with the Facility, inform each student of the Fieldwork Program requirements to: (i) complete an internship application which requires two references; (ii) undergo a physical examination; and (iii) attend the Facility's orientation.
 - 3.6 Information related to students, required for the purpose of this Agreement, including but not limited to educational transcripts, health screenings and background checks will be provided to the Facility by the students. The Exercise Science department will not maintain such information.
4. The Facility's Responsibilities
The Facility shall:
- 4.1 Provide orientation to students assigned by Kean University regarding the Facility's rules, policies and procedures.
 - 4.2. In so far as possible make space and facilities available for students' use. Permit students to utilize its library facilities. Further, the Facility will permit students and faculty at their own expense to utilize the cafeteria and visitor's parking lots, if available.
 - 4.3 Apprise Kean University of changes in policies or procedures of the Facility which may affect the Fieldwork Program.
 - 4.4 Ensure student safety while the students are at the Facility. Provide emergency medical care to students who become ill or who may be injured while at the Facility. The students are responsible for all costs in the event that such emergency medical care is necessary. Facility must inform Kean University of any such emergency.
 - 4.5 Orient the students concerning their confidentiality obligations while participating in the Fieldwork Program at the Facility.
 - 4.6 The Facility must assign an experienced professional to instruct and supervise students while at the Facility.
 - 4.7 Verify student's timesheet for Kean University fieldwork coordinator.
 - 4.7 Provide the necessary supplies, facilities and supervision as may be required to ensure quality education for the students without impairing quality patient care.
 - 4.8 Supervise Kean University's students, at all times, while the students are on the premises of the Facility for the purposes of the Fieldwork Program. Kean University students must always be supervised by a qualified professional while working with Facility clients.
 - 4.9 Conduct a fieldwork mid-term and exit evaluation of the student's professional

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development.

- 4.10 Assure that it has measures in place to ensure Students and faculty safety, such as program and institution policies or manuals, instruction on occupational health and safety, incident-reporting processes, harassment prevention policies and procedures, and conflict resolution processes.
- 4.11 Ensure that it has measures in place related to the prevention of the spread of COVID-19 which will be shared with Kean University and the students prior to the start of the fieldwork at the Facility.

5. Student Responsibilities.

Kean University shall advise its students of the following conditions of participation in the Fieldwork Program. Further, Kean University shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the Fieldwork Program and/or dismissal from the Fieldwork Program:

- 5.1 Students of Kean University shall, at all times, follow the rules and regulations established by the Facility. The Facility shall orient the students to applicable rules and regulations.
- 5.2 The health of all students assigned to the Facility shall meet the standards required for the Facility's employees.
- 5.3 Students of Kean University acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any patients with whom the students have contact during the Internship Program.
- 5.4 Kean University will request the student to provide to the Facility medical documentation of any special physical needs of student participating in the Fieldwork Program.
- 5.5 Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting the Fieldwork Program at the Facility as required by the Facility's criminal background checks procedure. Any student whose record shows an adverse finding will be subject to review by the Facility. The Facility may reject any student from the Fieldwork Program based upon the information contained in the criminal background check.
- 5.6 Complete a Kean Student Fieldwork Survey at the end of the internship, if required.

6. Mutual Responsibilities.

The Parties mutually agree that:

- 6.1 The Facility shall at all times retain sole responsibility for all client/patient care and the extent of participation of students in assisting with or observing patient/client care.

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- 6.2 Responsibility for planning the Fieldwork Program at the Facility will be jointly shared by the Facility's staff and the Kean University's instructors, subject at all times to the policies, rules and regulations of the Facility.
- 6.3 The number of areas to be utilized for Fieldwork Program shall be determined by mutual consent of the Parties.
- 6.4 Student curriculum, attendance and scheduling shall be under the direction of Kean University as long as they do not conflict with Facility's policies, rules and regulations.
- 6.5 Each student of Kean University will start his/her Fieldwork Program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of Kean University and the Facility.
- 6.6 The Facility and Kean University will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.
- 6.7 An environment which provides student learning shall be maintained by Kean University and the personnel at the Facility.

7. Insurance

7.1 Kean University. Kean University is a public higher education institution in the State of New Jersey. Any agreement signed and entered into on behalf of the State of New Jersey is subject to the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 through 59:12-3 and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 through 59:13-10 and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of the premises should be referred for handling to the New Jersey Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, P.O. Box 116, New Jersey 08625. The State of New Jersey self-funds for Workers' Compensation and Disability.

7.2. The Facility. The Facility will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Upon request, the Facility shall provide Kean University with documentation of such insurance coverage.

7.3. Students. Students are required to be covered by professional liability

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insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate limits. Upon request, Students or Kean University shall provide the Facility with documentation of such insurance coverage.

8. Independent Contractor

Both the Facility and Kean University are independent contractors. It is not expressly or by implication intended that an employer/employee, joint venture, or partnership agreement be established between the Facility and Kean University. Rather, in discharging all duties and obligations hereunder, the Facility shall at all times be in and remain an independent contractor relationship with Kean University. Neither the Facility nor Kean University is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either the Facility or Kean University, nor shall it in any way alter the control of the management, operation, and affairs of either the Facility or Kean University, it being the intent of this Agreement that the Facility and Kean University shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

9. Confidentiality

Both Kean University and the Facility shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as the same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable, standards of The Joint Commission (TJC) and medical records policies and guidelines established and approved by the Facility, which shall be made available to the University's students.

10. No Discrimination

Kean University and the Facility mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement.

11. No Waiver

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

12. Entire Agreement

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the Facility or Kean University, and this Agreement contains all the covenants and agreements between the parties with respect to this clinical affiliation agreement. The Parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

13. Modification

The Parties may from time to time request changes to the terms in this Agreement. Such

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changes shall be valid only if incorporated as a written amendment to this Agreement and executed by the authorized representatives of the Parties.

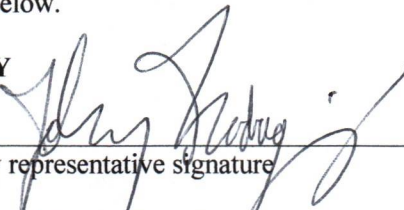
- 14. Assignment
The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.
- 15. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.
- 16. Severability
If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 17. Notices.
All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To Facility:
Johnny Rodriguez
Athletic Department
Union High School
2350 North Third St.
Union, NJ 07083

To Kean University:
Adam Eckart
Health and Human Performance
Kean University
1000 Morris Avenue
Union, NJ 07083

THIS AGREEMENT is executed by the fully authorized representatives of the Parties on the dates indicated below.

FACILITY

By:  Date: 05/18/2026
 Facility representative signature

Print Name: Johnny Rodriguez Title: Head Athletic Trainer

Dean signature: _____ Date: _____