



## COOPERATING TEACHERS SERVICE AGREEMENT

I, \_\_\_\_\_ (the "Teacher"), employed at \_\_\_\_\_,

agree to serve as a Cooperating Teacher for \_\_\_\_\_ (the "student"), pursuant to this Agreement, for a term beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

As a Cooperating Teacher, I will mentor the student daily, provide feedback to the student and his/her supervisor, and complete four (4) written evaluations. My all inclusive fee for this service shall total \$\_\_\_\_\_ payable upon successful completion of this Agreement. If I am not already registered as a vendor with Stockton University (the "University"), I will complete and submit a Form W-9 (attached).

### TERMS AND CONDITIONS

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

**1.1 ANTI-DISCRIMINATION** – The Teacher agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A. 10:5-31 through N.J.S.A. 10:5-38, and all rules and regulations issued thereunder, and the University's Policy Against Discrimination and Harassment, see [www.stockton.edu](http://www.stockton.edu).

**1.2 COMPLIANCE WITH LAWS** – The Teacher must comply with all local, state, and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. It is agreed and understood that this Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey without regard to principles of conflict of interest, and the University's policies including Violence in the Workplace and Drug Free Workplace. This contract is subject to 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.

#### **2. LIABILITIES**

**2.1 INDEMNIFICATION** – The Teacher and his/her school district shall assume all risk of and responsibility for, and agree to indemnify, defend, and save harmless the University and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment, and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. **2.2 INSURANCE** – By signing this Agreement, the Teacher confirms that their school district is maintaining in force for the term of the contract liability insurance as provided herein.

The insurance to be maintained by the school district shall be as follows:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury liability and \$1,000,000.00 per occurrence for property damage liability, but must be aggregated at \$3,000,000.00 or better. Policy shall be written to state that claims shall be covered as of the date of occurrence rather than the date of claim. An acceptable alternative is a claims made policy having a retroactive date the same as the last date of the last occurrence policy, and having an unlimited extended reporting period. The insurance carriers shall have a Best's Rating of "B+" or better.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.
3. Worker's Compensation insurance applicable to laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than \$1,000,000.00. Upon request, the Teacher will provide certificates of such insurance from their district to the University Purchasing Office prior to the start of the Contract.

#### **3. INDEPENDENT CONTRACTOR**

3.1 The Teacher is an independent contractor. This Agreement is not intended to establish any employer/employee, joint venture, or partnership relationship, either expressly or by implication between the University and the Teacher.

#### **4. DISPUTES**

4.1 The parties agree to submit all disputes arising hereunder to the claims resolution procedures outlined in the Office of General Counsel Webpage under College Contracting requirements.

Please sign and return the Agreement in the enclosed, self-addressed envelope, no later than \_\_\_\_\_, 20\_\_\_\_.

#### **AGREED AND ACCEPTED:**

Cooperating Teacher

Date: \_\_\_\_\_