

# Wayne Township Adult Education

( \_\_\_\_\_ )

## Affiliation Agreement

The purpose of this agreement is to establish the terms and conditions of our relationship between Wayne Township Adult Education (WTAE) and ( \_\_\_\_\_ ) company. Prior to authorizing an externship or work based learning (WBL), both parties must provide key information for execution of this agreement.

### **Company**

**Name:**

### **Company**

**Address:**

### **Company Contact**

**Name:**

### **Company Contact**

**Phone:**

### **Company Contact**

**Email:**

### **Other Site Affiliation**

### **Locations:**

- Please attach a copy of the company's license and company's insurance certificate.

### **M.S.D. of Wayne Township**

#### **Ben Davis University Adult Education Administrative Office**

1155 S. High School Door #2

Indianapolis, IN 46241

Office 317-988-7975

Christy McIntyre-Gray, Coordinator

[Christine.mclntyre@wayne.k12.in.us](mailto:Christine.mclntyre@wayne.k12.in.us)

Derek Torrico, Treasurer

[derek.torrioc@wayne.k12.in.us](mailto:derek.torrioc@wayne.k12.in.us)

#### **Area 31 Career Center Adult Education Training Office**

1200 N. Girls School Road, Door #17

Indianapolis, IN 46214

Dr. Patrick Biggerstaff, Director

Mark Ellis, Employment Supervisor

[mark.ellis@wayne.k12.in.us](mailto:mark.ellis@wayne.k12.in.us)

### **Our School's Mission**

Wayne Township's Adult Education's mission is to serve the needs of the community by providing lifelong learning opportunities, empowering students to learn English, earn their High School Equivalency, or gain access to industry recognized career training and certifications all with the support of passionate, optimistic, and talented adult education

professionals and volunteers in a successful school culture where everyone feels valued and belongs.

### **Our Career Training Program Overview**

WTAE offers income generating career certifications where graduates step out of the classroom and into a career within 3-16 weeks. WTAE offers classes in medical assisting, medical office administrative assistant, dental assisting, sterile device processing technician, pharmacy technician, welding, heating and cooling, plumbing and paraprofessional. All classroom schedules are posted on [adulthood.info/careers](http://adulthood.info/careers) for the current semester and the upcoming semester.

**CT Vision** is to provide innovative classes that equip community employers with employees who become trusted professionals in the industry. Our school is responsive to industry standards and strives to align providing students a powerful experience that is valued by industry employers.

### **CT Programs (Please select the programs of interest)**

- English Language Learner
- High School Equivalency

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• Certified Clinical Medical Assistant - 80-150 hours per site: \_\_\_\_\_ site hrs required

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• Sterile Processing Technician - 400 hours with six months of certification test.

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- Dental Assisting - 20 hours of radiology observations
  - Pharmacy Technician - 20 hours
  - Medical Office Administrative Assistant - 20 hours
  - Welding - 20 hours
  - Heating & Cooling - 20 hours
  - Plumbing - 20 hours
  - ParaProfessional - 20 hours

**CT Vetting** Our CT students are required to earn a scholarship for our program. Candidates apply online at [adulthood.info/careers](http://adulthood.info/careers). Our school is an exceptional resource for recruiting students who are reflective of the community we serve, ensuring pride that we are able to achieve equity goals. All students who are admitted undergo a comprehensive selective admissions process including:

#### Entry Level

- Academic assessments to ensure students have the academic capacity to pass the test; • Career Assessments are conducted to identify if the chosen career is a proper fit;
- Success planning focused on removing barriers and brokering solutions;
- I-9 Documentation is collected to ensure proper required documentation for work:
- Educational diplomas, transcripts, and/or High School Equivalency Diploma;
- Interviews outlining are conducted with staff to outline professional standards and expectations;

## Externship and Work Based Learning Student Documentation Required for Placement

(Please check all that are required by your company)

- WTAE Affiliation Agreement
  - Resume, WTAE Badge, and professional headshot
  - Externship Document Authorization Release Form
  - Externship Policy Agreement & Availability
  - 9-Panel Drug Testing
  - Background Check
  - Physician Statement and Health Status Form
  - Proof of Negative TB Testing
  - Immunization Record Form (Including Covid-19, Varicella, MMR, Hep B, Tetanus Booster )
  - C.P.R. BLS Certification
  - Valid B.M.V. Driver's License
  - OSHA 10 Certificate (PHRM, PLMB, WELD, HVAC, and SDPT)
- Other requests by company: \_\_\_\_\_

*\_ Note: If you have additional requirements, please provide a copy of the needed documents the week prior to classes starting, by [emailing careertraining@wayne.k12.in.us](mailto:careertraining@wayne.k12.in.us) attn: Supervisors.*

WTAE classrooms are ensuring compliance to high level standards to calibrate with our industry employers' high level of expectations. This includes including:

- Mastery competency is documented through adult learning plans and skills inventories
- Classroom attendance in compliance with standard
- Professional work ethic standards and documentation of non compliance
- Accountability for submission of records in timely manner
- Documentation of student passing the coursework
- Documentation of the student achieving the industry certification achieved

As a program, we are focused on motivating and growing students to achieve new standards. As an educational institution, WTAE holds high expectations for attendance participation and academic progress.

### **Wayne Township Adult Education's Instruction**

Wayne Township Adult Education is led by Dr. Patrick Biggerstaff, Director, Education in School Superintendency, Educational Administration, and Leadership, Mrs. Christy McIntyre-Gray, Coordinator, who has a master's in social work in leadership, Mrs. Yvette McLaren-Roberts, elementary teacher license and a master's degree in instruction and technology, and Mr. Mark Ellis, who holds a Bachelor's of Business Administration. Ms. Jessica Lamb, Medical Lead, who holds a work based specialist teacher's license along with industry certifications in OSHA Compliance Officer, BLS Instructor, CDA, EFDA, CphT, medical assisting, sterile

processing technician, and dental assisting. Our industry instructors have six years of industry experience and a minimum of the certificate of their respective class. WTAE students receive both classroom instruction as well as hands-on learning of skills in labs outfitted with industry software, equipment, tools and supplies. Our supervisor team is hands on, ensuring that our school achieves a 90% completion rate, while 85% certification rate, and striving towards a 100% placement rate before the last day of class for eligible students. As a school, we promote the highest level of professionalism for learning. We extend our classroom experience into the workforce through placement of externships and/or work based learning. It's critical for our employers to build a compassionate training environment where students feel welcomed and a sense of belonging at your company. It's important to communicate clearly your expectations paired with WTAE interventions when needed. All employers have the right to terminate the placement if the student lacks the professional responsiveness to your workforce culture. Likewise, WTAE reserves the right to terminate our agreement if a site is deficient for our student's professional growth.

**WTAE Classroom Schedules** All WTAE class schedules are posted online at [adulthood.info/careers](http://adulthood.info/careers). The industry classes have schedules posted for the current active semester and the upcoming semester. The class schedules provide specific steps for orientations, intake, and steps needed for entry.

**Referring Incumbent Workers** All employers are encouraged to connect incumbent workers with free scholarships. As you refer to your employees, please encourage them to embrace the process to demonstrate their dedication. Our school only seats students who demonstrate a commitment and our intake process is designed to allow only students who are academically ready and poised to succeed. Priority seating will be given to any employee who has an employer paying the student to attend class and offering certification incentives.

| Spring                                | Fall                               |
|---------------------------------------|------------------------------------|
| Scholarship application by November 1 | Scholarship application by May     |
| Interview and testing in November     | Interviews and testing in May/June |
| Selection notification in January     | Selection notification in August   |
| Spring classes begin in February      | Fall classes begin in August       |
| Next opportunity posted in February   | Next opportunity posted in August  |

**Opportunities and Terms** As an employer participating in the program, please indicate the type of engagement you are interested in seeking. We want to provide you with opportunities that become commitments in order to leverage pipeline solutions. (Please select which opportunity or opportunities interest your company.)

- Opportunity 1 - Classroom Presentations
- Opportunity 2 - Hosting a Classroom Field Visit

- Opportunity 3 - Donating Industry Classroom Equipment, Supplies, or Instructional Review (per state policy, all donations must be submitted officially to the M.S.D. of Wayne Township's School Board for review.)
- Opportunity 4 - Participating in Industry Councils
- Opportunity 5 - Hosting Students for Externships
- Opportunity 6 - Work Based Learning and Apprenticeship Opportunities

**Work Based Learning (WBL) and Externship Form Work** All WBL sites are responsible for administering four forms:

- **ES Affiliation Agreement Form** This form work will specify mutual expectations to set the relationship up for success.
- **ES Training Plan Form** The student placement plan form, allows a company to share their hours, contact information, work assignments, supervision team, credentials of training staff, skills that WBL students will acquire, as well as sharing your onboarding documentation requirements so that our coaches can help facilitate the form work expectations on your behalf.
- **ES TimeSheet Form** WTAE is responsible to document the successful completion of hours for professional verification for each student. Your company agrees to submit hours weekly on Friday by noon for all students assigned.

WTAE is responsible for

- **ES Employer Evaluation Form** ensuring that our curriculum adequately prepares our students for success. This includes skills, knowledge, professionalism, and soft skills. By taking the time to evaluate our students, you provide our program valuable feedback to document the student's performance as well as program feedback. Having a mutually responsive and respectful relationship is the cornerstone of success. This form also provides an opportunity to terminate a student for just cause and/or document job offers for a status change to an employee. This form will be submitted to [employerservices@wayne.k12.in.us](mailto:employerservices@wayne.k12.in.us) to document any challenges, successes, as well as the conclusion of placement.
- **ES Student Evaluation Form** We are confident that you are eager to offer a premier placement experience for students. This form is completed by the student(s) on the last day of externship and submitted to [employerservices@wayne.k12.in.us](mailto:employerservices@wayne.k12.in.us) to capture the student's experience. This information will be shared with our sites as an opportunity to discuss the company's strengths and any areas for enhancements. This form also provides the student an opportunity to identify any gaps in our curriculum, helping our school to bolster curriculum development efforts.

### EDUCATIONAL PROGRAM AGREEMENT

This Educational Program Agreement ("Agreement") is by and between MSD of Wayne Township dba Area 31 Career Center ("Educational Institution") and (INSERT COMPANY NAME) ("Facility"), and is effective as of the 1<sup>st</sup> day of August in the year signed? ("Effective Date").

### RECITALS

- A. The Educational Institution desires to create an affiliation that will offer educational classes to Facility employees that are in need of the classes offered.
- B. The Facility recognizes the need for skills development of their entry level employees who need basic skills development with ELL and HSE classes. The Facility has an interested in elevating the current workforce into career certification classes such as: (LIST CT CLASSES). The Facility agrees to screen and place, at no cost to participating students appropriately-licensed faculty to train and monitor students during their respective CCMA externships.
- C. Educational Institution and Facility (collectively "parties") desire to enter into an arrangement for the purpose of providing classes to advance the Facility employees.

NOW THEREFORE, it is understood and agreed upon by the

parties as follows: 1. Educational Institution and Facility

agrees to:

**a. Funding:**

Educational Institution will submit to Department of Workforce Development (DWD) Workforce Education Initiative (WEI) a funding request to provide classroom instructors for

On Site at Facility with course schedules posted on [adulthood.info/careers](http://adulthood.info/careers):  
(LIST, TARGET #,  
PAYMENT)

Note: All CCMA classes are funded through Next Level Job (NLJ)

scholarships administered by the Commission on Higher Education (CHE) through Vincennes University (VU). The Educational Institution will take responsibility for applying for NLJ scholarships for each CCMA student.

Facility shall execute its responsibilities by following and applying at all times the highest professional, industry, educational, and technical guidelines and standards

. Facility agrees to invest by providing dedicated classroom space (DEFINE LOCATION ADDRESS, ROOM, LAB, PARKING, SECURITY, AND ACCESS).

The Facility agrees to recruit, (# REQUIRED TO RUN A CLASSROOM)

b. **Orientation and Instruction:** The Educational Institution agrees to facilitate the orientation process. The Educational Institution will dedicate (INSERT TEACHERS, CLASSES, AND SCHEDULE). The classes will be provided weekly with the exception of school holidays and breaks published on WTAE School Calendar. The Facility agrees to provide (SUPPORTIVE SERVICES - UBER, GAS CARDS, INCENTIVES, HOURLY PAY FOR CLASSROOM TIME).

a. **Dedicated Room and Materials at Facility:** The Facility will dedicate a classroom at the Facility and access to the computer lab on (DEFINED DATES). The Educational Institution will outfit the classroom with a supply cabinet, locking 4-drawer file cabinet, 20 laptops, computer cart, testing supplies, access to online instruction, and curriculum for classes onsite.

b. **Training Related Expenses:** The Educational Institution agrees to pay expenses related to Facility's training for students under this agreement (SCHOLARSHIPS HSE BOOTCAMP AND CT) The Education Institution will pay for training related expenses for CCMA students participating in programs offered under this agreement. The Educational Institution will pay for textbook, classroom supplies, scrubs, CPR training, and student supportive services. The Facility agrees to have the Computer Lab outfitted with TABE, TASC, Tabe Essential Education, Burlington English, NHA, USA Learns, and Adulted.info.

E. **Marketing:** The Facility agrees to market the classes via their employee newsletters, social media, signage at customer service areas, employee mailrooms, and (OTHER).

g. **Externship:** The Educational Institution with V.U. will provide for the classroom-based educational experience of its students in training basic skills in the provision of health care, medical ethics, attitude and behavior, and assign to the Facility only those students who have satisfactorily completed the prerequisites of Facility's program prior to clinical assignment.

The Facility agrees to fund and administer screening student's work based learning and/or externship documents including:

- **WTAE Student Advance Placement Plan Form** - Dec and June
- Attending First Day of Class - Employer Panel
- Attending Industry Partnership Day(s) - Student Interview/Forms
- Attending Week 15 & 16 for WBL Assignments

- WBL Site Visits by WTAE Assigned Staff
  
- WTAE Employer Supervisor will respond to any challenges
  
- **WTAE Student Time Tracking Form - Weekly Friday at Noon' WTAE Student Performance Evaluation Form - Last Day' WTAE Student Site Evaluation Form - Last Day**

By Week 10, the Facility will develop the student externship placement plan and share the details with the Educational Institution. This assignment shall include on-site visits by the Educational Institution when practical and the continuing exchange of information when allowed under applicable privacy and confidentiality laws and as reasonably requested by either party. The Educational Institution will actively monitor student progress in externship placements. The Educational Institution will address any issues related to student poor performance, attendance, or professionalism. The Educational Institution will provide the Facility with access to grades, attendance, and testing for each student who authorizes sharing of that information. The Educational Institution will provide advance notice of any plan to remove a student from the course and/or externship.

a. **Insurance:** The Education Institution will maintain its current insurance coverages and limits.

b. **Drug and Alcohol Policy** The Education Institution will support the Facility's execution of their administrative policies, standards and practices of Facility, and Educational Institution acknowledges Facility's drug and alcohol policy and screening practices.

**Pre Placement Screening** The Educational Institution will allow Facility's to conduct background investigations for each student assigned to Facility prior to student beginning studies at Facility.

a. **Student Removal from Externship:** At the written request of Facility, Educational Institution will agree to remove from Facility any student who, in the reasonable, discretion of Facility, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its patients or that are contrary to the objectives of this agreement. Requests for such removal of a student must be provided in writing to the Educational Institution and contain a statement of facts supporting such request by Facility.

b. **Student Compliance with Policies and Procedures:** The Facility will engage students to comply with the policies and procedures of Facility, including those governing the use and disclosure of protected health information



under federal law pursuant to the Standards for privacy of Individually Identifiable Health Information, ("privacy rule") implemented under the Health Insurance Portability and Accountability act of 1996, Pub. L. No. 104-191 ("HIPAA"). Facility will ensure that each student signs and delivers to Facility prior to the beginning of the clinical education a copy of the "Confidentiality Understanding" attached hereto as an Attachment and incorporated herein by reference.

2. The Facility agrees

a. Designate an Employer Supervisor to facilitate placement. Facility shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this agreement.

b. Make available to students assigned to the Facility appropriate equipment, materials, space, and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.

c. Permit Educational Institution's students to perform services for Facility patients only when under the direct supervision of an appropriately registered, licensed or certified Facility staff. During work hours, students may perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of licensed supervisors designated by the Facility.

d. Remind students they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of the Facility. Any performance or behavioral issues that arise on the part of participating students, Facility employees, or Educational Institution employees should be reported immediately to the program coordinators of both the Facility and the Educational Institution,

a. Allow students who begin their clinical at Facility to complete their 80-160 hour experience at Facility according to agree upon timelines. The only permissible exceptions to this condition are: a.) Facility is temporarily closed by a governmental entity, b.) Facility is permanently closed by a governmental entity, or c.) After discussions between Facility employees and Educational Institution employees, a student's behaviors are determined to warrant removal from the program or Facility.

b. Retain ultimate responsibility for the provision of all services provided to patients and residents of Facility.

c. During the term of this Agreement, Facility shall maintain professional liability insurance in the minimum amounts necessary to qualify it, and its officers, agents, and employees, under the Indiana Medical Malpractice Act, IC 34-18-1 et seq., while acting in the course and scope of their employment by it. In addition, Facility shall pay all surcharges and take such other actions as may be necessary to qualify and maintain the qualification of itself, its

officers, agents, and employees under said Act while acting in the course and scope of their employment by that party. If Facility is not qualified under the Indiana Medical Malpractice Act, Facility shall maintain professional liability insurance limits in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. If the professional liability policy is claims made, Facility shall maintain tail or extended insurance coverage for a minimum of two years. During the term of this Agreement, Facility shall maintain comprehensive general liability insurance covering itself and its employees against property damage, bodily injury or death in a minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. Facility shall notify Educational Institution of any termination, cancellation or alternation of its insurance coverages or its qualification under the Indiana Medical Malpractice Act immediately upon becoming aware of such event.

d. Facility reserves the right to immediately remove any student or faculty member it deems to present any actual or potential harm to any of Facility's residents, employees or guests.

e. Facility shall execute its responsibilities by following and applying at all times the highest professional, industry, medical, and technical guidelines and standards. If Educational Institution becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, Educational Institution may request in writing the replacement or reassignment of any or all such individuals, and Facility shall grant such request.

3. Pursuant to the Indiana Civil Rights Law, federal Civil Rights Act of 1964, ADEA, and ADA, Facility covenants it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Facility and Educational Institution each certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services..

1. Indemnification.. Facility agrees to indemnify, defend, and hold harmless Educational Institution, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Facility's and/or its subcontractors, if any, in the performance of this agreement.

2. Educational Institution acknowledges and agrees that the nonpublic systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) may be confidential and proprietary in nature, (ii) shall always remain the property of Facility and (iii) shall not at any time in the future be disclosed to any third parties or utilized, distributed, or copied or otherwise used by Educational Institution or its

employees in any manner without the express written consent of Facility unless required under Indiana Public Access laws..

3. In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.

4. This agreement shall be effective for the period beginning from during the school year beginning on or after the Effective Date. Notwithstanding the forgoing, this Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice to the other party of its intention to terminate this Agreement. When an Educational Institution makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled.

8. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by email and then regular US mail postage prepaid, to the other party at the address set forth below:

If to Educational Institution:

Area 31 Career Center at Davis  
High School  
1200 N. Girls School Rd  
Indianapolis, IN 46214

Attn Director:

[Patrick.biggerstaff@wayne.k12.in.us](mailto:Patrick.biggerstaff@wayne.k12.in.us)

Attn Coordinator:

[Christine.mcintyre@wayne.k12.in.us](mailto:Christine.mcintyre@wayne.k12.in.us)

Attn CT Team:

[careertraining@wayne.k12.in.us](mailto:careertraining@wayne.k12.in.us)

With Copy to Corporate Offices

Any notice mailed in compliance with this section shall be deemed to have been given upon the next business day after receipt, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

1. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

2. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

3. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

4. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

5. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof

1. Either party may not assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that an assignment may be made only to an entity which is directly or indirectly wholly owned or controlled by the same entity as the assigning party without consent.

2. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

3. This Agreement shall be governed, construed and interpreted in accordance with the laws of Indiana and venue for any legal proceedings shall be in Marion County, IN.

1. Facility shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Facility and any principals of Facility certify they have and will comply with the requirements under Ind. Code 5-22-3-7. Facility warrants that Facility and its any subcontractors shall obtain and maintain all required permits, licenses, registrations, certifications, accreditations, and approvals, and shall comply with all employment, labor, EEOC, E-verify, medical, health, safety, and environmental statutes, rules, or regulations in the performance of activities under this Agreement. Facility hereby covenants and agrees to conduct adequate background checks on its employees and make a good faith effort to provide and maintain a tobacco, alcohol, and drugfree workplace. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility or Educational Institution renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of the Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition, and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected agreement without penalty. Facility certifies by entering into this agreement neither it nor its

principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this agreement by any federal agency or by any department, agency or political subdivision within the United States.

1. Facility understands and agrees certain data, materials, and information disclosed by Educational Institution to Facility may contain protected health information, nonpublic personal information, personally identifiable information, education records, student records, and other confidential and protected information. Facility covenants that such data, material, and information gathered, based upon or disclosed to Facility for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of Educational Institution. The parties acknowledge that the services to be performed by Facility for Educational Institution under this Agreement may require or allow access to data, materials, and information containing student records, education records, protected health information, nonpublic personal information, and personally identifiable information maintained by Educational Institution in its computer system or other records. In addition to the covenant to comply with applicable laws, Facility agrees to comply with HIPAA and Family Educational Rights and Privacy Act (FERPA)

2. Facility is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, affiliation, association, or joint venture agreement between the parties. The Education Institution will not assume liability for any sickness, illness, injury, or death to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the Facility. Facility shall provide all necessary benefit plans, insurance, and unemployment and workers' compensation insurance for Facility's employees.

20. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Facility, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

**In WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

|                         |  |
|-------------------------|--|
| <b><u>FACILITY:</u></b> | <b><u>EDUCATIONAL INSTITUTION:</u></b> |
|-------------------------|--|

|        |                          |
|--------|--------------------------|
| (NAME) | M.S.D. of Wayne Township |
|--------|--------------------------|

By: \_\_\_\_\_ By: \_\_\_\_\_ Name:

( ), (Title) Patrick Biggerstaff, Director

Date:

Date: