MEMORANDUM OF AGREEMENT

BETWEEN

TOMS RIVER REGIONALS SCHOOLS BOARD

OF EDUCATION

AND

TOMS RIVER FIELD OF DREAMS, LLC

AND

RWJBARNABAS HEALTH, INC., on behalf of its affiliate

CHILDREN'S SPECIALIZED HOSPITAL

WHEREAS, the Toms River Regional Schools Board of Education, a New Jersey Public Regional School District, is a public body politic and corporate constituting a political subdivision of the State of New Jersey, having its principal administrative offices at 1144 Hooper Avenue, Toms River Jersey 08753. Toms River Regionals Schools Board of Education ("Board" or "District") is governed and operated pursuant to N.J.S.A. Title 18A and N.J.A.C. Title 6A; and

WHEREAS, the Toms River Field of Dreams, LLC. is a New Jersey not for profit limited liability company same having been approved by the Internal Revenue Service as a tax-exempt 501(c)(3), charitable organization with principal offices located at 37 Harpers Ferry Road, Toms River, New Jersey 08753 ("Field of Dreams"); and

WHEREAS, RWJ Barnabas Health Inc,. on behalf of its affiliate, Children's Specialized Hospital ("RWJBarnabas") is a New Jersey not for profit corporation same having been approved by the Internal Revenue Service as a tax-exempt 501(c)(3), charitable organization with principal offices located 95 Old Short Hills Road, West Orange, New Jersey 07052; and

WHEREAS, RWJ Barnabas Health Field of Dreams at the Ocean Orthopedic Associates Complex located at 1505 N Bay Ave, Toms River, New Jersey 08753 is one-of-a-kind recreations complex and an inclusive facility that will positively change the lives of kids living with physical and cognitive challenges, adults and caretakes alike; and

WHEREAS, Field of Dreams. operates the RWJ Barnabas Health Field of Dreams at the Ocean Orthopedic Associates Complex("Facilities"); and

WHEREAS, Field of Dreams has identified the need for an Inclusion Education and Wellness Coach, Community Coordinator for Programming and Director of Community Programs to run the day-to-day operations and develop inclusive programs, as further described in the job descriptions attached hereto as Exhibit A; and

WHEREAS, the Board has committed to providing a certificated staff person to be designated the Wellness Coach, Community Coordinator for Programming and Director of Community Programs for Toms River Field of Dreams, Inc. operating the Facilities; and

WHEREAS, RWJBarnabas has generously pledged to provide One Hundred Fifty Thousand Dollars ($150,000.00) a year for up to five years for the funds necessary to fill the positions of Wellness Coach, Community Coordinator for Programming and Director of Community Programs for Toms River Field of Dreams, Inc.

NOW THEREFORE, this Memorandum of Agreement ("Agreement") is entered into on this the _____ day of August 2022, ("Effective Date") by and between the Board, Field of Dreams, and RWJBarnabas on behalf of its affiliate, Children's Specialized Hospital (hereinafter collectively referred to as "Parties" and individually as "Party").

Accordingly, the Parties agree as follows:

1. Joint Rights and Obligations
    a. The Board and Field of Dreams will jointly share and use the Facilities.
        i. The Board will have access to and use of the Facilities during normal school hours.
        ii. The Board will also have access to and use of the Facilities during non-school hours as mutually agreed by the Board and Field of Dreams.

b. Each Party shall designate, in writing, a liaison that is responsible for the planning and exchange of information under this Agreement. The liaison is not empowered to modify this Agreement.

c. Neither Party may use the name of the other Party in any advertising, commercial, or published material without first obtaining the express written authorization of the other Party.

d. Neither Party will discriminate on race, creed, color, national origin, nationality, ancestry, age, sex, pregnancy or breastfeeding, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, civil union status or domestic partnership status, and mental or physical disability.

e. The Parties will work closely to ensure the Wellness Coach, Community Coordinator for Programming and Director of Community Programs for Field of Dreams are fully supported and have clear goals and daily responsibilities in order to achieve the shared goals.

f. The Parties will share educational resources that support the greater Toms River Regional School Community as mutually agreed upon by the Parties including but not limited to:

    i. Professional development
    ii. Health Screenings
    iii. Counseling
    iv. Family Care
    v. Guest Speakers
    vi. Career Pathways and Opportunities for Students

g. The Parties will work jointly to develop a shared schedule and calendar of events, coursework, programs, and activities for access to and use of the Facilities. The scheduled and calendar will be reviewed and agreed upon by each party's liaison.

h. The parties will work jointly to identify, apply for, and receive grants for the benefit of all parties.

i. Each of the Board and Field of Dreams shall indemnify, defend and hold the other, its respective trustees, board members, directors, officers, agents, students, and employees harmless from and against any and all liabilities, suits, actions, claims, demands, losses, damages, expenses and costs of every kind and character, including defense cost and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent or employee of the indemnifying party occurring at any time during the term of this Agreement.

   Each of the Board and Field of Dreams shall indemnify, defend and hold RWJBarnabas, its respective trustees, board members, directors, officers, agents, and employees harmless from and against any and all liabilities, suits, actions, claims, demands, losses, damages, expenses and costs of every kind and character, including defense cost and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent or employee of the indemnifying party occurring at any time during the term of this Agreement.

   This provision shall survive the expiration or termination of this Agreement.

2. <u>Representations and Obligations of the Board</u>

a. The Board shall assign at least one certificated staff member to serve as the Wellness Coach, Community Coordinator for Programming and Director of Community Programs for Field of Dreams.

b. The Wellness Coach, Community Coordinator for Programming and Director of Community Programs for Field of Dreams shall be an employee of the Board.

c. The Board is responsible for all remuneration due the employee(s) assigned to serve as the Wellness Coach, Community Coordinator for Programming and Director of Community Programs for Field of Dreams.

d. The Board will provide faculty and student orientation to explain Board objectives, policies, and program information prior to use of the facility by Board students and/or employees.

e. The Board will serve as a resource for building and property maintenance of the Facilities. The Board and Field of Dreams. will review the scope and sequence of any work that is to be performed by the Board. All work and all costs associated with all work must be pre-approved by the Board and Field of Dreams.

f. The Board shall ensure all students that have access to and use of the Facilities as part of their respective educational program and/or school day have completed the required permission procedures and are included in a health and accident insurance program.

g. The Board shall be responsible for furnishing liability insurance coverage for any act or omission of its officers, trustees, members, agents, servants, employees, and/or contractors while accessing or using the Facilities.

h. The Board agrees to furnish RWJBarnabas Health a final, written report (hereinafter "Final Report"), signed by a duly authorized officer of the Board and Field of Dreams by December 31 of each Grant (as defined below) year. The Final Report shall contain a narrative section and a financial section to include: (a) description of the Programs; and (b) the financial section must include a financial accounting of the expenditures of the Grant amount during the grant term including a list of all cash disbursements. This provision survives termination of this Agreement.

i. This Agreement does not convey to the Board or Field of Dreams any right to use the RWJBarnabas Health names, trademarks, service marks, or design logos (collectively, together with all derivatives thereof, the "RWJ Marks" without Grantor's prior written

approval. Further, Grantee will not use in a logo any design that gives the commercial impression of the RWJBarnabas Health name or contains the color red and blue (or that gives the commercial impression of the color red and blue), or any other name, mark, or design logo that is confusingly similar to the RWJ Marks.

j. Field of Dreams warrants that it is a tax-exempt 501(c)(3) as defined under the Internal Revenue Service code. Field of Dreams will inform RWJBarnabas immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above. This provision shall survive termination of this Agreement.

k. Each of the Board and Field of Dreams agree that the Grant will only be used for lawful purposes and under no circumstances will funds be used for lobbying any individual, advocacy group, political group, legislative body or decision making institution. Further, the Grantee agrees that it shall only use the Grant in furtherance of its purpose provided such use and/or purpose is consistent with mission, purpose, and goals of Grantor, including addressing the social determinants of health.

3. Representations and Obligations of RWJBarnabas

a. RWJBarnabas shall provide the Board an annual grant in the amount of one hundred and fifty thousand dollars ($150,000.00) (the "Grant"),. The initial Grant payment shall be made on or before September 1, 2022. Thereafter, annual Grant funds shall be paid on or before July 1 of the applicable Grant year. The intent of this Grant is to offset any budgetary impact the salary(ies) for the Wellness Coach, Community Coordinator for Programming and Director of Community Programs may have on the Board.

b. The Board is required to provide the typical employer contributions for any attendant benefits, including pension and/or health due and owing the Board employee assigned the Wellness Coach, Community Coordinator for Programming and Director of Community Programs. Any mandatory employee contributions remain the responsibility of the Board Employee.

c. Provided this Agreement is not terminated, RWJBarnabas has committed to providing the one hundred and fifty thousand dollars ($150,000.00) annual Grant to the Board for a period of five (5) years.

d. RWJBarnabas agrees and represents that the Wellness Coach, Community Coordinator for Programming and Director of Community Programs will remain an employee of the Board and as such RWJBarnabas has no control or authority over said employee.

4. Representations and Obligations of Field of Dreams,.

a. Field of Dreams shall provide and maintain commercial general liability coverage in the amounts of one million dollars per occurrence and two million aggregate coverage, with respect to personal injury, death, or damage to property. Said policy must be issued by an insurance carrier/company licensed to do business and draft policies in the State of New Jersey. The foregoing policy shall name the Board as an additional insured. Field of Dreams shall provide the Board with a certificate of insurance prior to the commencement of the use of Facilities by the Board.

b. Field of Dreams is responsible to remit payment to the Board for any work contemplated and agreed upon by the Parties as contemplated in Paragraph 2e above.

5. Term and Termination

a. Unless terminated sooner, the term of this Agreement shall be five (5) years beginning on the Effective Date and thereafter may be renewed by the Parties, upon mutual written agreement of the Parties.

b. Any Party my terminate this agreement after upon sixty (60) days' notice prior to the expiration of the initial five-year term. In the event of termination, the Board shall reimburse RWJBarnabas all Grant funds provided on a pro-rata basis for such reimbursement based on the amount paid and the remaining annual period left, based on the anniversary date of the payment.

c. RWJBarnabas may terminate the grant at any time because of failure of the Board or Field of Dreams to comply with the conditions of the Grant upon sixty (60) days' prior notice.

6. Miscellaneous Provision

a. *Notice.* All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

i. If to Board: Office of the Superintendent
Toms River Regional Schools District
1144 Hooper Avenue
Toms River Jersey 08753

With Copy to: Board Secretary
Toms River Regional Schools District
1144 Hooper Avenue
Toms River Jersey 08753

ii. If to RWJ Barnabas: 95 Old Short Hills Road, West Orange, NJ 07052 with a copy to David Mebane, General Counsel

iii. If to Toms River Field of Dreams, Inc.

b. *Independent Contractor.* The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venturer.

c. *Assignment.* No party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of all Parties.

d. *Waiver.* Failure by any party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that party to enforce each and every provision.

e. *Severability.* If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.

f. *Entire Agreement.* All parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the parties.

g. *Amendments.* Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of each Party and attached as an addendum to this Agreement.

h. *Captions.* The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

i. *Governing Law.* This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of choice of law. Any action taken by any party with respect to this agreement and/or the services, obligation and responsibilities contemplated herein shall be brought in the Superior Court of New Jersey, Ocean Vicinage.

j. *Counterparts; Electronic Signatures; Representative's Authority to Contract.* This Agreement may be signed in one or more counterparts by the parties, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or electronic signature shall be deemed to be the equivalent of that party's handwritten signatures for all purposes. By signing below, each party represents that (A) such person is duly authorized to execute this Agreement on behalf of the represented party, and (B) the represented party agrees to be bound by the provisions thereof.

k. *Applicable Law.* Each Party shall adhere to the requirements of all-applicable laws, rules and regulations of all reasonably applicable policies, procedures, and protocols of the

RWJBarnabas and the requirements of all-regulatory agencies and accrediting organizations including any and all requirements imposed upon them. The Board and Field of Dreams represent and warrant that neither it nor any of its affiliates, officers, directors, subcontractors, agents or employees have ever been debarred, excluded, or included in the Office of Inspector General List of Excluded Individuals of the Department of Health and Human Services, or from federal or state procurement programs, or convicted of a criminal offense with respect to health care reimbursement.

l. *Social Justice.*

RWJBarnabas Health ("RWJBH) strives to be an antiracist organization and as such commits to racial equity, diversity, and inclusion in its governance structure, workforce, subcontracts, procurement, and policies. RWJBH appreciates the Board and Field of Dreams each sharing RWJBH's commitment to promoting an antiracist culture and advancing racial equity, diversity, and inclusion in its governance structure, workforce, subcontracts, procurement, and policies**.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____	_____
Michael Citta Superintendent Toms River Regional Schools	Date
_____	_____
Jennifer Howe President Toms River Regional Schools Board of Education	Date
_____	_____
Wendy Saxton Board Secretary Toms River Regional Schools Board of Education	Date

_____ _____

Michael Ritacco Jr
Chairman of Board of Directors
Toms River Field of Dreams, Inc.

Date

_____ _____

Justin Edelman
Senior Vice President, Corporate Partnerships,
RWJ Barnabas Health

Date

EXHIBIT A

Job Descriptions