School Partnership Packet — Run the Room

Adult Internship Placements — Participants 18 and Older

Professional Development Inc., doing business as **Run the Room** From: **Charles Mayfield, Producer** Contact: runtheroom@outlook.com · (978) 291-8525

The opportunity

Our podcast program — **Run the Room** (how business actually works) — offers internship placements for adult participants (18 or older), including adult students referred by their schools or colleges, in media production and research: research and fact-checking support, interview preparation, production support, and show notes. The work is supervised and learning-structured; a producer reviews everything before anything airs or is published.

Every participant must be 18 years of age or older and their own legal guardian — that is, not subject to a guardianship or conservatorship. We do not accept participants under 18 in any channel.

Direct applications from adults are welcome. Schools may also refer or place their enrolled adult students (18 or older), as an approved work-based learning or internship placement under the school's own policy:

- **One school semester/term**, on a schedule the school approves, for school-referred placements.
- **Educational and unpaid** — a practical-experience placement, not a job.
- **Producer-supervised** on our side. For a school-referred placement, the school's educator or coordinator of record remains the school-side contact; grading and credit, if any, are the school's.

What we require before a participant starts

For a school-referred placement, **your school obtains the school-side items below and transmits them to us**. A direct applicant provides their own items directly. Nothing in this packet creates a channel for anyone under 18.

1. **Signed school certification (only for school-referred placements)** — one per participant, signed and dated by an administrator or coordinator authorized to certify school records disclosures (the certification block is below).

2. **Consent to disclose (FERPA) — school-referred placements only.** The school holds a written consent, **signed and dated by the participant** — an eligible student, because FERPA rights have transferred at 18 — that meets 34 CFR § 99.30: it specifies the records disclosed (the participant's application materials: name, contact information for program communications, school and program of study if applicable, statement of interest, work samples, and this certification), states the purpose (consideration for and administration of an unpaid educational internship placement), and names **Professional Development Inc., doing business as Run the Room**, as the recipient. **The original stays with the school**; the certification attests to it by date, and the school produces a copy if we ask. (A consent that meets § 99.30 must be written — oral permission does not qualify.) A model consent form carrying these elements is enclosed (Enclosure A — eligible-student variant only); the school's own form is equally acceptable if it carries the same elements.

3. **Eligibility attestation.** The participant personally attests in writing that they are 18 years of age or older and their own legal guardian (not subject to a guardianship or conservatorship). The attestation appears in the certification block below and in Enclosures B and C.

4. **Age verified.** For a school-referred placement, the school verifies the participant's age from its own records. A direct applicant attests to their age, and PDI may verify it. **Do not send us a copy of the participant's ID — we neither request nor accept ID images in the school channel.**

5. **The schedule.** The participant's planned days and hours, as agreed with the school (if school-referred) and the Program.

6. **Nothing extra.** Do **not** include a transcript, grades, attendance record, health record, or IEP. We will not ask for them; if we ever need anything beyond this packet, we will request it through the school for a school-referred placement.

7. **Tell us if anything changes.** Please notify us promptly if a consent is withdrawn, the participant leaves the school or the placement, or the school's approval of the placement changes.

8. **Both signed program forms, received before the first day.** Two forms travel with this packet and must be signed **by the participant personally** and received before any participant starts: **Enclosure B**, the Release of Liability, Hold Harmless and Indemnity Form, and **Enclosure C**, the Unpaid Intern Status Acknowledgment. No participant starts until **both** signed forms are received.

9. **School insurance certification — school-referred placements only.** The school completes and signs **Enclosure D**, the School Insurance Coverage Certification. On it, the school certifies two things: **(1)** the school's insurance extends to and covers its enrolled adult student during the placement term; and **(2) Professional Development Inc., doing business as Run the Room, is named as an additional insured on the school's commercial general liability policy** for the duration of the placement term, covering claims arising out of the placement. Before the participant's first day, the school also delivers to us: **(a)** a certificate of insurance evidencing the general liability coverage, the participant's coverage, and our additional-insured status for the placement term; and **(b)** a copy of the additional insured endorsement itself. The school also undertakes to notify us in writing of any cancellation, non-renewal, or material reduction of that coverage during the term, as Enclosure D states. **No participant in a school-referred placement starts until the signed certification and both documents are in our file**; the start gate below includes them. Note what Enclosure D does and does not do: it makes us an additional insured under the **school's** policy for placement claims, as that policy and endorsement provide — it is not an insurance policy of our own.

The start gate

Nothing begins until the participant's file is complete, and we confirm completeness in writing (to the school, for a school-referred placement). A complete file is:

- the participant's application materials;
- for a school-referred placement, the **signed school certification** below;
- the participant's **eligibility attestation** (in the certification block for a school-referred placement, and in Enclosures B and C);
- **signed copies of both program forms** — the Release of Liability, Hold Harmless and Indemnity Form (Enclosure B) and the Unpaid Intern Status Acknowledgment (Enclosure C) — signed by the participant and received before the first day; and
- for a school-referred placement, the school's **signed Enclosure D and the two documents it requires, all received before the first day**: (a) the certificate of insurance evidencing the school's general liability coverage, the participant's coverage, and the Program's additional-insured status for the placement term; and (b) a copy of the additional insured endorsement.

If anything above is pending or not yet received, the participant does not start. Only after we confirm the file is complete do we set a start date.

Dispute resolution

Any dispute between your school and the Program that arises out of or relates to this packet, or to a placement under it, will be handled under this term:

BY SIGNING THE CERTIFICATION IN THIS PACKET, THE SCHOOL AND PDI AGREE THAT ANY SUCH DISPUTE WILL BE DECIDED ONLY BY BINDING ARBITRATION IN NEW HAMPSHIRE, AND NOT BY A COURT. THE SCHOOL AND PDI EACH GIVE UP THE RIGHT TO A TRIAL IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, FOR THESE DISPUTES.

- **Where, and under what law.** The arbitration will be held in **Salem, New Hampshire** (Rockingham County), unless the arbitrator decides the hearing will be held by telephone or video. New Hampshire law governs this term. This agreement to arbitrate is subject to the **New Hampshire Arbitration Act, RSA chapter 542**.

- **One arbitrator; final decision.** There will be one arbitrator. The school and the Program will try to agree on the arbitrator; if they cannot agree within 30 days after one side gives written notice asking for arbitration, either side may ask the Superior Court for Rockingham County to appoint the arbitrator (RSA 542:4). The arbitrator's decision (the award) is final and binding; a court may review it only on the narrow grounds New Hampshire law allows (RSA 542:8), and either side may ask a court to enter judgment on the award (RSA 542:9).

- **Costs.** Each side pays its own attorneys' fees and its own costs. The sides share the arbitrator's fees and the hearing costs equally, **unless the arbitrator orders a different split in the award**.

- **No class or group proceedings.** A dispute may be brought only by a side in its individual capacity. Neither side may bring or join a class action, a collective action, or a group arbitration, and the arbitrator may not combine different parties' claims into one proceeding.

- **What a court can still do.** Either side may ask a New Hampshire court for temporary or emergency relief to keep things as they are until the arbitrator can act. Any claim that New Hampshire or federal law does not allow to be decided by arbitration is not covered by this term; a court decides that claim.

- **Severability.** If a court finds any part of this term unenforceable, that part is read as narrowly as the law allows, or removed, and the rest of this term stays in effect.

School certification

School letterhead. One per participant — school-referred placements only. Signed original returned to us; we keep it permanently with the participant's application record.

SCHOOL CERTIFICATION — ADULT INTERNSHIP PLACEMENT To:
Professional Development Inc., doing business as **Run the Room** ("the Program")
Participant: _____ Date of birth: _____ School / District: _____ State where the participant will physically perform the placement work: _____

The undersigned school official certifies, on behalf of the school named above, each of the following:

1. **Enrollment and program.** The participant is an enrolled adult student at this school, and the placement is made under the school's work-based learning / internship policy. The educator or program coordinator of record for this placement is: _____ (name, title, school email, phone). 2. **Age and guardianship status.** The participant is 18 years of age or older (date of birth as stated above) and, to the school's knowledge and per the participant's attestation, is their own legal guardian (not subject to a guardianship or conservatorship). 3. **Consent to disclose (FERPA).** The school holds a written consent, signed and dated by the participant — an eligible student, to whom FERPA rights have transferred — that satisfies 34 CFR § 99.30: it specifies the records disclosed (the participant's application materials: name, contact information for program communications, school and program of study if applicable, statement of interest, work samples, and this certification), states the purpose (consideration for and administration of an unpaid educational internship placement), and identifies Professional Development Inc., doing business as **Run the Room**, as the recipient. Date of consent: _____. The school will produce a copy on the Program's request and will notify the Program promptly if the consent is withdrawn. 4. **Schedule.** The participant's planned schedule for this placement is _____ (days/hours), as agreed with the school and the Program. 5. **What is not included.** This packet contains no transcript, grades, attendance record, health record, or individualized education program (IEP). If the Program needs anything beyond this packet, it will request it through the school. 6. **Signed program forms.** Signed copies of the Release of Liability, Hold Harmless and Indemnity Form (Enclosure B) and the Unpaid Intern Status Acknowledgment (Enclosure C) for this participant — each signed by the participant personally — are attached to

this certification, for receipt by the Program before the participant's first day. 7. **Insurance.** The school maintains insurance coverage that extends to and covers the participant (its enrolled adult student) for injuries arising out of this placement during its term, and Professional Development Inc., doing business as **Run the Room**, is named as an additional insured on the school's commercial general liability policy for the duration of the term, covering claims arising out of the placement. Attached to this certification are: (a) the certificate of insurance evidencing that coverage, the participant's coverage, and the Program's additional-insured status for the term; and (b) a copy of the additional insured endorsement. The policies are identified on the School Insurance Coverage Certification (Enclosure D), signed by an authorized school official and attached to this certification, and the school will notify the Program in writing of any cancellation, non-renewal, or material reduction of that coverage during the term, as Enclosure D provides. 8. **Continuing duty.** The school will notify the Program promptly if the participant withdraws from the placement or the school, if the consent described above is withdrawn, or if the school's approval of the placement changes. 9. **Dispute resolution.** The school accepts the dispute-resolution term in this packet: any dispute between the school and the Program arising out of or relating to this packet or the placement will be decided by binding arbitration in New Hampshire, as that term provides.

Signed: _____ **Date:** _____ **Name / Title:** _____ (administrator or coordinator authorized to certify school records disclosures) **School contact:** _____ (name, email, phone)

PARTICIPANT ATTESTATION *(signed by the participant; attach to the certification for a school-referred placement)*

I attest that I am 18 years of age or older and that I am my own legal guardian — I am not subject to a guardianship or conservatorship.

Participant signature: _____ **Printed name:** _____ **Date:** _____

Participant privacy notice

Please give this notice to the participant. It explains what the school sends us and what we do with it.

Your internship application — what we receive and how we keep it

You are applying for an unpaid educational internship placement with **Professional Development Inc.**, doing business as **Run the Room** (producer: Charles Mayfield). If your placement is school-referred, your school submits the items below with your written consent. Here is what that means on our side:

What the school sends us (school-referred placements)

- Your application materials: name, contact information for program communications, school and program of study if applicable, and your statement of interest and any work samples prepared for the application.
- The school's signed certification that the placement requirements are met and that your written consent to disclose is on file, with your eligibility attestation.
- Your signed program forms (Enclosures B and C), signed by you personally.
- The school's signed insurance certification (Enclosure D), the certificate of insurance, and the additional insured endorsement.

A direct applicant sends their own application materials and signed forms (Enclosures B and C) to us directly.

What we do not receive

- **No ID image.** We do not request, receive, or keep a copy of your state ID. For a school-referred placement, the school verifies your age from its own records.
- No transcript, grades, attendance record, health record, or IEP.

How we use and keep it

- We use this information **only** to consider and administer your placement. We do not sell it, and we do not share it outside the placement.

- We keep application records **permanently** as program records — the application, the school's certification (for a school-referred placement), and the signed program forms (Enclosures B and C) are our record of the placement and of how your eligibility was verified.

- Questions, corrections, or concerns: contact Charles Mayfield, Producer, at **runtheroom@outlook.com**, or (978) 291-8525.

Enclosures

This packet includes four enclosures: **Enclosure A** — model FERPA consent form, eligible-student variant (for the school's file); **Enclosure B** — Release of Liability, Hold Harmless and Indemnity Form (signed copy due before the first day); **Enclosure C** — Unpaid Intern Status Acknowledgment (signed copy due before the first day); **Enclosure D** — School Insurance Coverage Certification (school-referred placements only; signed by the school, with the certificate of insurance and the additional insured endorsement; due before the first day).

Enclosure A — Model consent to disclose education records (FERPA, 34 CFR § 99.30)

For the school's file — school-referred placements only. The participant is an eligible student: FERPA rights have transferred at 18, and the participant signs for themselves. A school may use its own form instead, provided it carries the same elements: signature and date, the records specified, the purpose stated, and the recipient identified.

CONSENT TO DISCLOSE EDUCATION RECORDS — ELIGIBLE STUDENT
Participant: _____ **School / District:** _____

I am the participant named above, and I am 18 years of age or older. FERPA rights have transferred to me as an eligible student, and I give my written consent, on my own behalf, for the school named above to disclose the records specified below to the recipient named below, for the purpose stated below.

Records that may be disclosed: the participant's application materials: name, contact information for program communications, school and program of study if applicable, statement of interest and work samples prepared for the application, together with this certification.

No other records are covered by this consent — in particular, no transcript, grades, attendance record, health record, or individualized education program (IEP).

Purpose of the disclosure: consideration for and administration of an unpaid educational internship placement.

Recipient: Professional Development Inc., doing business as **Run the Room**.

Participant signature: _____ **Printed name:** _____ **Date signed:** _____

The signed original of this consent stays at the school; the school attests to it by date in its certification and produces a copy on the Program's request.

Enclosure B — Release of Liability, Hold Harmless and Indemnity Form (signed copy due before the first day)

Run the Room — Unpaid Internship Program

Professional Development Inc., doing business as **Run the Room** 7 Glen Road, Salem, New Hampshire 03079 Producer: Charles Mayfield · runtheroom@outlook.com · (978) 291-8525

READ THIS FORM CAREFULLY BEFORE YOU SIGN IT. IT MUST BE SIGNED — AND A SIGNED COPY MUST BE IN OUR FILE — BEFORE THE PARTICIPANT'S FIRST DAY OF WORK. NO ONE MAY START WORK WITHOUT IT.

Participant name: _____ **Date of birth:** _____

Participant email: _____ **Phone:** _____

How the participant joins (check one): ☐ Direct applicant (18 or older) ☐ School-referred placement (18 or older) — **School:** _____

1. Who this agreement is between

This agreement is between the participant named above and **Professional Development Inc.**, doing business as **Run the Room** ("**PDI**" or "the **Program**").

In this form, the "**Released Parties**" are: Professional Development Inc.; Run the Room; PDI's officers, directors, and employees; the Program's producer, Charles Mayfield; and the Program's other participants, guests, and volunteers.

2. The activities this form covers

The participant is taking part in an **unpaid, educational internship** with Run the Room, a podcast program about how business actually works. The work is done remotely (online, from the participant's home or school). The activities covered by this form (the "**Activities**") are:

- Research and fact-checking, and writing show notes, scripts, and summaries.
- Preparing for interviews, and taking part in phone calls, video calls, and online meetings with the producer, guests, and school staff.
- Production support: organizing files and materials, preparing drafts, and similar supervised tasks.

- Using the participant's own computer, phone, and internet connection, and Program-provided software, accounts, and tools.

- If the participant joins through a school: the placement activities under the school's learning plan, on the schedule the school approves.

A producer reviews the participant's work before anything airs or is published.

3. This is not a job

The participant is **not an employee** of PDI. The placement is unpaid and educational. The participant will not receive wages, salary, or employee benefits, and this form does not promise the participant a job now or later. Because the participant is not an employee, PDI does not provide **workers' compensation** coverage for the participant, and does not provide health insurance for the participant. School credit, if any, is awarded by the participant's school, not by PDI.

4. Assumption of risk

Desk and online work is low-risk, but it is not risk-free. The risks of the Activities include: eye strain and repetitive-strain discomfort from computer work; the ordinary risks of working at home or at school (trips, falls, electrical and equipment hazards in a space PDI does not control); contact with members of the public online; and coming across upsetting subject matter while researching business topics. The participant understands these risks and accepts them, and agrees to follow the Program's safety and conduct instructions.

5. Release and waiver of claims

To the fullest extent New Hampshire law allows, the signer **releases and gives up** any claims — **present or future** — against the Released Parties that arise out of the Activities — **including claims based on the Released Parties' own negligence** (their failure to use reasonable care) — and agrees not to sue the Released Parties over those claims. This release covers claims **present or future**: claims the signer has now, claims the signer does not yet know about, and claims that may arise in the future out of the Activities — including claims for personal injury, property damage, and other losses.

This release does NOT cover, and the signer does NOT give up:

- Claims based on **gross negligence, reckless conduct, or willful, wanton, or intentional misconduct** by a Released Party.

- Any claim that New Hampshire law does not allow to be released.

6. Hold harmless and indemnity

The signer agrees to **hold harmless and indemnify** (pay for and defend) the Released Parties against claims, losses, damages, and reasonable costs — including reasonable attorneys' fees — brought by **other people**, to the extent they arise from:

- The participant's own acts or omissions during the Activities;
- The participant's breaking of this agreement or of the Program's rules; or
- False or misleading information the participant or signer supplied to the Program.

Limits. This section does **not** require the signer to pay for losses caused by a Released Party's own negligence, gross negligence, recklessness, or willful, wanton, or intentional misconduct.

7. Eligibility attestation

The signer attests: I am 18 years of age or older, and I am my own legal guardian — I am not subject to a guardianship or conservatorship, and no other person holds legal authority to sign agreements on my behalf. If this attestation is not true, I will not sign and will tell the Program.

8. Health and emergency acknowledgment

The signer states that the participant is physically and mentally able to do the Activities, and agrees to tell the producer about any condition that could affect the participant's safe participation. The participant is responsible for the participant's own health insurance and medical costs.

Emergency contact: Name _____ Relationship _____ Phone _____

If there is an emergency during the Activities, the Program may contact the emergency contact above and may call 911.

9. General terms

- **New Hampshire law** governs this agreement.
- **Severability.** If a court finds any part of this form unenforceable, that part is read as narrowly as the law allows, or removed, and the rest of the form stays in effect.
- **Whole agreement.** On the subjects this form covers, this is the whole agreement between the signer and PDI. Changes must be in writing and signed.

- **Voluntary.** The signer has had the chance to read this form, ask questions, and take time before signing. The signer signs it freely.

- **Copies.** A signed copy (including a scanned or electronic copy) counts the same as the original. We keep the signed form **permanently** with the participant's application record.

10. Dispute resolution — arbitration in New Hampshire (please read carefully)

BY SIGNING THIS AGREEMENT, YOU AND PDI AGREE THAT ANY DISPUTE BETWEEN YOU THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR THE PARTICIPANT'S PLACEMENT WILL BE DECIDED ONLY BY BINDING ARBITRATION, AND NOT BY A COURT. YOU AND PDI EACH GIVE UP THE RIGHT TO A TRIAL IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, FOR THESE DISPUTES.

- **Where, and under what law.** The arbitration will be held in **Salem, New Hampshire** (Rockingham County), unless the arbitrator decides the hearing will be held by telephone or video. New Hampshire law governs. This agreement to arbitrate is subject to the **New Hampshire Arbitration Act, RSA chapter 542**.

- **One arbitrator.** There will be one arbitrator. The parties will try to agree on the arbitrator. If they cannot agree within 30 days after one party gives written notice asking for arbitration, either party may ask the Superior Court for Rockingham County to appoint the arbitrator (RSA 542:4).

- **Final decision.** The arbitrator's decision (the award) is final and binding. A court may review the award only on the narrow grounds New Hampshire law allows (RSA 542:8), and either party may ask a court to enter judgment on the award (RSA 542:9).

- **Costs.** Each party pays its own attorneys' fees and its own costs. The parties share the arbitrator's fees and the hearing costs equally, **unless the arbitrator orders a different split in the award**.

- **No class or group proceedings.** A dispute may be brought only by a party in its individual capacity. Neither party may bring or join a class action, a collective action, or a group arbitration, and the arbitrator may not combine different people's claims into one proceeding.

- **What a court can still do.** Either party may ask a New Hampshire court for temporary or emergency relief to keep things as they are until the arbitrator can act. Any claim that New Hampshire or federal law does not allow to be decided by arbitration is not covered by this section; a court decides that claim.

- **Survival; severability.** This section survives the end of the placement. If a court finds any part of this section unenforceable, that part is read as narrowly as the law allows, or removed, and the rest of this section stays in effect.

Signatures

A. Participant (18 or older) — sign your own form.

Participant signature: _____ Printed name: _____ Date: _____

B. School acknowledgment (school-referred placements only). The school named above acknowledges this placement under its work-based learning program and confirms that it is transmitting this signed form to the Program before the participant's first day.

School: _____ Official name / title: _____

School official signature: _____ Date: _____

C. Accepted for the Program.

Charles Mayfield, Producer, Professional Development Inc., doing business as Run the Room

Signature: _____ Date: _____

Enclosure C — Unpaid Intern Status Acknowledgment (signed copy due before the first day)

Run the Room — Unpaid Internship Program

Professional Development Inc., doing business as **Run the Room** 7 Glen Road, Salem, New Hampshire 03079 Producer: Charles Mayfield · runtheroom@outlook.com · (978) 291-8525

READ THIS FORM BEFORE YOU SIGN IT. IT MUST BE SIGNED — AND A SIGNED COPY MUST BE RECEIVED BY THE PROGRAM — BEFORE THE PARTICIPANT'S FIRST DAY. NO ONE MAY START WITHOUT IT.

Participant name: _____ **Date of birth:** _____

Participant email: _____ **Phone:** _____

How the participant joins (check one): ☐ Direct applicant (18 or older) ☐ School-referred placement (18 or older) — **School:** _____

1. Who this acknowledgment is between

This acknowledgment is between the participant named above and **Professional Development Inc.**, doing business as **Run the Room** ("**PDI**" or "the **Program**").

2. What the participant acknowledges

By signing this form, the participant acknowledges and agrees to each of the following:

1. **This is an unpaid internship.** The participant is taking part in an unpaid internship with Run the Room, a podcast program about how business actually works, for training and practical experience. The internship is educational in purpose.

2. **The participant is not an employee.** The participant is **not** an employee, associate, agent, partner, or joint venturer of PDI or of Run the Room, and is **not** a contract employee (independent contractor) engaged to perform services for pay.

3. **No wages or employee benefits.** The participant will not receive wages, salary, a stipend, paid leave, retirement benefits, or health insurance from PDI for the internship, and there is no expectation of compensation of any kind. Because the

participant is not an employee, PDI does not provide **workers' compensation** coverage for the participant.

4. **No promised job afterward.** No one has promised the participant a paid position, during or after the internship. Completing the internship does not entitle the participant to a job, and the internship is not a trial period for employment.

5. **Either side may end the internship.** The participant may withdraw, and the Program may end the internship, at any time. If the internship ends, no wages, severance, or other payment become due because it ended.

6. **Hours and duties are as described.** The participant's schedule and duties are the ones described in the Program's materials — for a school-referred placement, the school partnership packet and the school's learning plan. If the schedule or duties change in an important way, the Program will describe the change in writing.

7. **School placements run on the school's terms too.** If the participant joins through a school, the placement is also made under the school's work-based learning program and the participant's individual learning plan, as the school partnership packet describes. School credit, if any, is awarded by the school, not by PDI, and grading is the school's.

8. **Eligibility.** The participant is 18 years of age or older and is their own legal guardian — not subject to a guardianship or conservatorship.

3. How the law decides who is an intern and who is an employee — please read this part

A signature on this form does not by itself decide the participant's legal status, and this form does not claim that it does. Under the Fair Labor Standards Act, courts decide whether an intern is an "employee" by looking at how the internship actually works — the "**primary beneficiary test**" described in U.S. Department of Labor Fact Sheet #71 — and asking whether the intern or the organization is the main beneficiary of the arrangement. The factors courts weigh are: (1) both sides clearly understand there is no expectation of pay; (2) the internship provides training similar to an educational environment; (3) the internship is tied to the intern's formal education program, through coursework or academic credit; (4) the internship accommodates the intern's academic commitments and follows the academic calendar; (5) the internship lasts only as long as it provides beneficial learning; (6) the intern's work complements, rather than displaces, the work of paid employees, while giving the intern significant educational benefits; and

(7) both sides understand the intern is not entitled to a paid job when the internship ends. No single factor decides the question; the whole arrangement is weighed.

The parties **intend** this placement to be a bona fide unpaid internship under that test and under New Hampshire law, and the Program runs it that way: the work is supervised training similar to an educational program; school-referred placements are tied to the participant's formal education program and scheduled around the academic calendar; every placement is limited in duration; and the participant's work supports, and does not replace, the work of paid staff. If a court or agency ever decided that a participant was an employee for some period, this form does not take away any right the law gives an employee, and nothing in this form asks the participant to give up any right the law does not allow to be given up.

4. General terms

- **New Hampshire law** governs this acknowledgment.
- **Whole agreement.** On the subjects this form covers, this is the whole agreement between the signer and PDI. Changes must be in writing and signed.
- **Voluntary.** The signer has had the chance to read this form, ask questions, and take time before signing. The signer signs it freely.
- **Copies.** A signed copy (including a scanned or electronic copy) counts the same as the original. We keep the signed form **permanently** with the participant's application record.

5. Dispute resolution — arbitration in New Hampshire (please read carefully)

BY SIGNING THIS ACKNOWLEDGMENT, YOU AND PDI AGREE THAT ANY DISPUTE BETWEEN YOU THAT ARISES OUT OF OR RELATES TO THIS ACKNOWLEDGMENT OR THE PARTICIPANT'S PLACEMENT WILL BE DECIDED ONLY BY BINDING ARBITRATION, AND NOT BY A COURT. YOU AND PDI EACH GIVE UP THE RIGHT TO A TRIAL IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, FOR THESE DISPUTES.

- **Where, and under what law.** The arbitration will be held in **Salem, New Hampshire** (Rockingham County), unless the arbitrator decides the hearing will be held by telephone or video. New Hampshire law governs. This agreement to arbitrate is subject to the **New Hampshire Arbitration Act, RSA chapter 542**.
- **One arbitrator.** There will be one arbitrator. The parties will try to agree on the arbitrator. If they cannot agree within 30 days after one party gives written notice

asking for arbitration, either party may ask the Superior Court for Rockingham County to appoint the arbitrator (RSA 542:4).

- **Final decision.** The arbitrator's decision (the award) is final and binding. A court may review the award only on the narrow grounds New Hampshire law allows (RSA 542:8), and either party may ask a court to enter judgment on the award (RSA 542:9).

- **Costs.** Each party pays its own attorneys' fees and its own costs. The parties share the arbitrator's fees and the hearing costs equally, **unless the arbitrator orders a different split in the award**.

- **No class or group proceedings.** A dispute may be brought only by a party in its individual capacity. Neither party may bring or join a class action, a collective action, or a group arbitration, and the arbitrator may not combine different people's claims into one proceeding.

- **What a court can still do.** Either party may ask a New Hampshire court for temporary or emergency relief to keep things as they are until the arbitrator can act. Any claim that New Hampshire or federal law does not allow to be decided by arbitration is not covered by this section; a court decides that claim.

- **Survival; severability.** This section survives the end of the placement. If a court finds any part of this section unenforceable, that part is read as narrowly as the law allows, or removed, and the rest of this section stays in effect.

Signatures

A. Participant (18 or older) — sign your own form.

Participant signature: _____ Printed name: _____ Date: _____

B. School acknowledgment (school-referred placements only). The school named above acknowledges this placement under its work-based learning program and confirms that it is transmitting this signed form to the Program before the participant's first day.

School: _____ Official name / title: _____

School official signature: _____ Date: _____

C. Accepted for the Program.

Charles Mayfield, Producer, Professional Development Inc., doing business as Run the Room

Signature: _____ Date: _____

Enclosure D — School Insurance Coverage Certification (signed by the school; due before the first day)

Run the Room — Unpaid Internship Program

Professional Development Inc., doing business as **Run the Room** 7 Glen Road, Salem, New Hampshire 03079 Producer: Charles Mayfield · runtheroom@outlook.com · (978) 291-8525

COMPLETED, SIGNED, AND RETURNED — WITH THE TWO DOCUMENTS LISTED IN ITEM 3 — BEFORE THE PARTICIPANT'S FIRST DAY. NO START WITHOUT THEM.

SCHOOL INSURANCE COVERAGE CERTIFICATION — INTERNSHIP PLACEMENT

To: Professional Development Inc., doing business as **Run the Room** ("the Program")
Participant: _____ **School / District:** _____ **Placement term:** Start date _____ End date _____

What the school certifies

The undersigned school official certifies, on behalf of the school named above, each of the following:

1. Coverage that extends to the participant

The school maintains insurance coverage, identified in item 7 below, that **extends to and covers the participant named above (the school's enrolled adult student) for injuries arising out of the participant's participation in this unpaid internship placement** with the Program during the placement term stated above — including the placement activities described in the school partnership packet: research and fact-checking support, interview preparation, production support, and show notes, performed remotely (online, from the participant's home or school) under producer supervision.

2. The Program is an additional insured

Professional Development Inc., doing business as Run the Room, is named as an additional insured on the school's commercial general liability policy — identified in item 7 below — **for the duration of the placement term**, covering claims arising out of this placement.

3. Documents the school delivers before the first day

Before the participant's first day, the school delivers to the Program **both** of the following:

- **(a)** a **certificate of insurance** evidencing the school's general liability coverage, the participant's coverage, and the Program's additional-insured status for the placement term; and
- **(b)** a copy of the **additional insured endorsement** itself.

No participant starts until this signed certification and both documents are in the Program's file.

4. Notice if the coverage changes

The coverage certified here will remain in force for the full placement term. The school undertakes to notify the Program **in writing of any cancellation, non-renewal, or material reduction** of that coverage during the term — **30 days before** the change takes effect, or, where the school's policy does not allow the school 30 days, **as soon as the policy allows**. In every case, the school will notify the Program promptly, and before the change takes effect wherever the timing is within the school's control.

5. Authority to sign

The school official signing below is authorized to certify the school's insurance coverage on the school's behalf.

6. Updated documents

If either policy is renewed, replaced, or reissued during the placement term, the school will provide the updated certificate of insurance and endorsement on the Program's request.

7. The policies

Insurance covering the participant — Insurer: _____ Policy type: ☐ General liability ☐ Student accident ☐ Other: _____ Policy number: _____ Policy period: From _____ to _____

School's commercial general liability policy (Program named as additional insured) — Insurer: _____ Policy number: _____ Policy period: From _____ to _____ Additional insured endorsement: ☐ copy attached and delivered with this certification

8. Dispute resolution — arbitration in New Hampshire

BY SIGNING THIS CERTIFICATION, THE SCHOOL AND PDI AGREE THAT ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR RELATES TO THIS CERTIFICATION OR THE PLACEMENT IT COVERS WILL BE DECIDED ONLY BY BINDING ARBITRATION IN SALEM, NEW HAMPSHIRE, AND NOT BY A COURT. THE SCHOOL AND PDI EACH GIVE UP THE RIGHT TO A TRIAL IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, FOR THESE DISPUTES.

The arbitration is subject to the **New Hampshire Arbitration Act, RSA chapter 542**, and New Hampshire law governs. There is one arbitrator: the parties will try to agree on the arbitrator, and if they cannot agree within 30 days after one party gives written notice asking for arbitration, either party may ask the Superior Court for Rockingham County to appoint one (RSA 542:4). The arbitrator's award is final and binding, subject to the narrow court review New Hampshire law allows (RSA 542:8). Each party pays its own attorneys' fees and costs, and the parties share the arbitrator's fees and the hearing costs equally unless the arbitrator orders a different split in the award. Neither party may bring or join a class, collective, or group proceeding, and the arbitrator may not combine different parties' claims into one proceeding. Either party may ask a New Hampshire court for temporary or emergency relief to preserve the status quo while the arbitration goes forward; any claim that New Hampshire or federal law does not allow to be decided by arbitration is decided by a court. If a court finds any part of this item unenforceable, that part is read as narrowly as the law allows, or removed, and the rest of this item stays in effect.

What this certification does and does not do

This certification, together with the endorsement it requires, makes the Program an additional insured under the **school's** general liability policy for claims arising out of this placement, as that policy and endorsement provide. It is **not** an insurance policy of the Program's own, and the coverage is governed by the school's policy and the endorsement — their terms, limits, conditions, and exclusions. The certification is the school's statement; the certificate and endorsement delivered with it are the evidence.

Signature

For the school:

Authorized school official signature: _____ Printed name: _____

Title: _____ Date: _____

School contact for insurance questions: Name _____ Email _____ Phone _____

Received for the Program:

Charles Mayfield, Producer, Professional Development Inc., doing business as Run the Room

Signature: _____ Date: _____