

**AFFILIATION AGREEMENT
BETWEEN
RANDOLPH BOARD OF EDUCATION
AND
MARIST COLLEGE**

This agreement is effective the 5th day of November 2013 and is by and between Marist College; having its principal business address at 3399 North Road, Poughkeepsie, NY and Randolph Board of Education as agent for facilities on attached Schedule A (hereinafter individually and collectively referred to as “the Facility”).

WHEREAS, Marist College has an education program for students in teacher preparation (hereinafter “the Program”); and

WHEREAS, the Facility has the resources to provide a site for student teaching to students in teacher preparation.

WHEREAS, the Facility and the College desire to affiliate for the purpose of providing student teaching placement (hereinafter “student teaching”) at the Facility for students in the College’s Program;

NOW, THEREFORE, the parties agree as follows:

A. Responsibilities of the College:

1. Assume and maintain full responsibility for the planning and execution of the educational program in teacher preparation, including administration, curriculum content, faculty appointments, faculty administration, and the requirements for promotion and graduation of students.
2. The College shall designate a faculty member who shall serve as the “Student Teacher Supervisor,” to coordinate the student teaching with the Facility. Both Parties shall mutually agree upon the Student Teaching Program.
3. The College shall coordinate with the Facility to establish a schedule of student assignments, and the number of students eligible to participate in student teaching. Both parties shall agree on the dates, hours, and duration of the assignment.

4. Each student teacher shall be supervised by a, qualified student teaching supervisor who is adequately prepared to serve as a fieldwork educator.
5. Marist College shall assign to the Facility only those students who have satisfactorily completed the prerequisite didactic and pedagogical elements of the curriculum.
6. The College and its students are responsible for complying with all pertinent rules and regulations, policies and procedures established by the Facility, as they may be amended from time to time.
7. The College and its students are required to maintain student confidentiality as required by all federal, state and other applicable laws and regulations, including but not limited to: the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Section 2; the New Jersey AIDS Reporting and Confidentiality Law, N.J.S.A. 26-SC-5 et seq.; New Jersey Public Health Law; and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Privacy Standards.
8. The College and its student are required to maintain such records as may be required by the Facility to comply with federal and state law and regulations. The responsibilities to prepare and maintain such records and reports will survive termination of the Agreement, and all records, and correspondence belong to the Facility and must be maintained and retained on the Facility's premises. The College and its students shall also be required to maintain and retain all records and reports pertinent to the students' experience. These records shall be made available to the Facility upon request.
9. The College on behalf of each assigned student shall provide the Facility with the following:
 - A. Evidence determined by a physical examination that each student is in good general health and free from a health impairment that is of potential risk to a patient or which might interfere with the performance of his or her duties.

B. Evidence that each student has received: (1) vaccination for rubella consistent with good medical practice, or a rubella screening blood test with documentation of its results, including serologic evidence of immunity (all seronegative female students of child-bearing age shall provide documentation that they were informed regarding the potential adverse effects of rubella during pregnancy); (2) vaccination for measles (rubeola) or evidence of immunity to measles for those students born in 1957 or later, and (3) PPD (Mantoux) skin test tuberculosis prior to participation in student teaching and no less than every year thereafter for students with negative chest x-rays. All students who are seronegative and unvaccinated shall be clinically restricted in the event of a rubella or rubella outbreak in the Facility.

C. Marist College shall maintain a current list of all students who are seronegative and unvaccinated and provide such list to the faculty upon request.

D. Prior to commencement of any assignment in student teaching, the Facility shall receive evidence that the student has received the vaccination against hepatitis B, proof of immunity to hepatitis B, or a signed declination form indicating that the student has declined to be vaccinated against hepatitis B.

10. The College shall obtain and maintain at its own expense during the term of this Agreement, and any renewal hereof, a comprehensive liability policy including general and professional liability. The policy must insure the College against any and all claims for personal and bodily death and property damage resulting from the performance of services by the College, its employees, staff and agents, and all students participating in the Clinical Training Program and/or the presence of students or other College personnel on the Facility's premises. Such insurance shall be in the amount of no less than \$1,000,000 per incident and an annual aggregate of \$3,000,000. The College is also responsible for any deductible or retention under these policies. The College, upon execution of this Agreement and

anytime upon request, shall be listed as an additional insured on all liability insurance policies of the College.

11. The College agrees to indemnify and to hold harmless the Facility, its officers, directors, trustees, agents, employees, assignees, affiliates, representatives, joint-ventures, successor corporation(s) and health care personnel, directly or indirectly involved in any way in student teaching from any and all liabilities, claims, actions, suits, settlements, judgments, costs, damages, and liabilities including medical claims or expenses and attorney's fees, resulting from, arising out of or which might arise or otherwise be asserted or connected with the operation or conduct of student teaching including, but not limited to negligence involving death or injury of a patient. The College also agrees to indemnify and hold the Facility harmless for its failure to comply with any of the obligations or representations in the Agreement, including but not limited to a failure to maintain insurance as required in the agreement.

B. Responsibilities of the Facility

1. The Facility will provide orientation for the faculty and students.
2. The Facility shall provide qualified cooperating teachers currently certified to teach in the area that the student teacher will be placed.
3. The Facility will provide a minimum of one student teaching placement of a 7.5-week duration for every student participating in student teaching.
4. Each cooperating teacher shall receive a copy of the Marist College Student Teaching Handbook.
5. The Facility shall provide emergency medical care to students who become ill or injured during clinical assignments, if medically appropriate and necessary. The students shall arrange for medical care beyond that of emergency nature. The students shall be responsible for the cost of such emergency care and for the cost of any additional medical care beyond that of an emergency nature.

6. The Facility reserves the right to screen students in advance. The Facility also reserves the right to terminate students from student teaching who do not comply with the Facility's rules and regulations, policies, and procedures, or who place the Facility, its patients, staff, visitors, other affiliates, or the student at risk.
7. The Facility reserves the right to remove any student or faculty member who endangers patient health, welfare, or safety or disrupts the operations of the Facility. The Facility shall make reasonable efforts to notify the College in advance of such removal. In addition, the Facility shall have the right to remove a student whose health status is a detriment to the students' successful completion of his or her assignment in student teaching.
8. The facility shall maintain a copy of each student's medical records in a file separate and apart from the student's educational work.

C. Responsibilities of the Students:

1. All students shall provide their own transportation and living arrangements.
2. All students shall report to the Facility on time.
3. All students shall conform to the standards and practices established by the College while training in the Facility.
4. All students shall obtain prior written approval to the Facility and the College before publishing any material relating to student teaching directly or indirectly.
5. All students shall be responsible for complying with all pertinent rules and regulations, policies, and procedures established by the Facility, as they may be amended from time to time. The Facility agrees to share all rules and regulations, policies and procedures with the College and to obtain written acknowledgement from each student confirming review of such rules, regulations, and policies and procedures.

D. General Information

1. The College shall provide each student with general instruction in the infection control procedures used in the Facility's settings, including a review of the OSHA blood borne pathogens regulations. The Facility agrees that, as part of each student's orientation to the Facility's rules, regulations, policies, and procedures, it shall instruct the student on its infection control procedures, including the OSHA Blood borne pathogens regulations, as they have been implemented by the Facility.
2. It is agreed by both parties that at no time will they discriminate against any employee, applicant, patient, or students because of race, color, creed, sex, national origin, age, disability, marital status, sexual preference, or veteran status.
3. No student referred to the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the College, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights normally afforded to employees of the Facility or the College. The parties shall be independent contractors with respect to each other.

E. Term of Agreement:

The tem of this Agreement shall be for five years, effective upon the signing hereof by all parties and shall be there after automatically renewed annually. At any time during this agreement, either party may give thirty (30) days prior written notice of its intention to terminate the Agreement to the other party in accordance with the notice provision set forth in Section F. of this Agreement. However, less notice will be required if it is determined by the Facility that continuation of the Agreement will be detrimental to quality patient care.

F. Miscellaneous:

1. Neither this Agreement nor any obligation or right hereunder may be assigned to any third party without the prior written consent of the other party. Any purported assignment without such consent shall be null and void.

2. All notices required or permitted under this Agreement shall be in writing and be deemed to have been properly given if delivered by personal delivery or by certified or registered mail, return receipt requested to the parties at the addresses listed below or to such other address as the parties shall designate by written notice to the party hereunder.

To the College:

Edward J. Sullivan, Ed. D.
Associate Dean for Teacher Education
Marist College
3399 North Road
Poughkeepsie, NY 12601

To the Facility:

Heather Riley
Randolph Board of Education
25 School House Road
Randolph, NJ 07869

3. This agreement shall be governed and construed in accordance with the laws and in the courts of the State of New Jersey and its venue shall be any court of appropriate jurisdiction located in New Jersey.

4. This Agreement constitutes the entire agreement between the parties and supersedes any and all private agreements, written or oral. No modification of or amendment to the Agreement shall be effective or binding on either party unless in writing and signed by both parties. The parties also agree and acknowledge, as this is a negotiated agreement, the rule of construction that any ambiguities be construed against the drafting parties shall not apply. The section headings as to the contents of particular sections are inserted only for convenience and are not construed as part of the Agreement.

5. Nothing contained in this agreement is intended to create any third party beneficiary rights nor shall an employment relationship be construed as a result of the Agreement.

**END OF DOCUMENT
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have caused the agreement to be executed by their duly authorized representatives or officers, the day and year first above written.

Witness/ Attest:

("Facility")

BY: _____

TITLE: _____

DATED: _____

("The College")

BY: _____

TITLE: _____

DATED: _____