

Fairleigh Dickinson University

Experiential Education Affiliation Agreement

THIS Experiential Education Affiliation Agreement ("Agreement") is entered into on this 7th day of October , 2022 by and between Middletown Township Public Schools (NJ) , and Fairleigh Dickinson University, a New Jersey non-profit corporation ("University"), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Institution owns and operates a facility at the above mentioned location, and is licensed by the State of New Jersey, and

WHEREAS, University offers degree programs in Education (Teacher Preparation) in New Jersey that educates students on all aspects of the respective teaching practices at undergraduate and graduate levels, and

WHEREAS, In order to ensure that its students meet the experiential requirements for licensure and the requirements of the student's educational degree, University has established an experiential education curriculum which requires affiliations with institutions maintaining practice facilities, equipment, services and personnel appropriate for students to receive necessary professional experience, and

WHEREAS, University desires that its students obtain practice experience at the Institution's facilities through participation in an introductory or advanced program ("Program"), and

WHEREAS, Institution desires and deems it beneficial to participate in the Program by providing practice experiences (field experience and/or student teaching) for University students pursuant to the terms and conditions of this Agreement. Institution and certain of its employed licensed educational professionals will cooperate with University to provide a period of professional education and experience to University students.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1.0 PROGRAM PARAMETERS

1.1 The recitals set forth above are incorporated into and made part of this Agreement.

1.2 The period of time for each student's experiential education course shall be agreed upon in writing by the Parties before the student begins his or her Program. Dates will be distributed to preceptors after such agreement.

1.3 The University Representative (as defined in Section 3.02) and the Institution Designee (as defined in Section 4.02) shall be responsible for arriving at a written agreement on behalf of their respective Parties regarding the duration of the Program instruction and the number of University students to receive Program instruction at Institution's facilities as provided for in 1.02 and 1.03 above.

1.4 The Program and the maintenance of the standards of instruction shall be the shared responsibility of University and the Institution. University shall only refer for participation in the Program students who are in good academic standing, have met the applicable health standards and successfully passed the criminal background screening (as required by the Institution). University shall at the request of Institution provide the Institution with verification of clearances.

2.0 TERM AND TERMINATION

2.1 Term. This Agreement shall be effective as of 10-7-2022 and shall remain in effect until 10-1-2023.

2.2 Termination.

2.2.1 Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

2.2.2 Without Cause. This Agreement may be terminated without cause upon 120 days prior written notice by either Party. Such termination shall not take effect, however, with regard to students already enrolled in the Program until such time as those students have completed their training for the semester during which such termination notice is given.

3.0 UNIVERSITY RESPONSIBILITIES

3.1 Schedule of Assignments. University shall provide the Institution Designee with copies of syllabi and student assignments relative to the Program offered by Institution.

3.2 University Representative. University shall designate an University employee as the University Representative, who shall coordinate with Institution Designee in planning the Program.

3.3 Records. University shall maintain all academic background checks, health and other University generated or compiled records of the students participating in the Program.

3.4 Rules and Regulations. University and Institution shall each enforce, as their respective interests apply, rules and regulations governing the students that are mutually agreed upon by University and Institution. University shall instruct its students on the general requirements of confidentiality.

3.5 Health Standards. University will screen each student participating in the Program to confirm that they meet all applicable health standards established, and implemented, by Institution for its own employees. Institution shall have the right to terminate from

the Program any student when the health status of such student is detrimental to the health and/or safety of Institution's patients and/or staff as reasonably determined by Institution.

3.6 Criminal Background Checks. University will confirm a background check on each student participating in the Program prior to their experiential experience.

3.7 Student Responsibilities. University shall notify the students who are to participate in the Program at the Institution that they are responsible for:

3.7.1 Following the clinical and administrative policies, procedures, rules and regulations of Institution.

3.7.2 Arranging for their transportation and living arrangements.

3.7.3 Arranging for, and assuming the cost of health insurance.

3.7.4 Assuming responsibility for treatment of any illness or injury the student may have while participating in the Program, obtaining necessary immunizations and a tuberculin test, and having an annual health examination.

3.7.5 Keeping all Institutional student information confidential.

3.7.6 Complying with Institution's dress code, provided Institution shall have provided same to the student.

3.7.7 Attending an orientation of the Institution.

3.8 Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of University providing services under this Agreement. University shall defend, indemnify and hold Institution harmless against all claims against Institution by employees or agents of University with respect to payroll taxes, withholdings, workers' compensation and other insurance benefits.

3.9 Student Insurance. Institution shall be provided with a certificate of insurance or other written confirmation that each Student participating in the Program has health insurance and personal malpractice insurance.

- 3.10 Publications. In order to assure the rights of privacy are not violated, University will use reasonable efforts to prohibit the publication by the students, faculty or staff members of any material relative to their clinical education experience that has not been reviewed by Institution and University. Any article written by a student that has been based on information acquired through his or her clinical education experience must clearly reflect that University or Institution does not endorse the article, even where a review has been made prior to publication. This is accomplished by instructing the Students that the following disclaimer must appear with each such article written: "The opinion and conclusions present herein are those of the author and do not necessarily represent the views of University or Institution." No names or identifying information for any student in the Institution shall be used in any assignments or papers.

4.0 INSTITUTION'S RESPONSIBILITIES

- 4.1 Clinical Experience. Institution shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide said students with supervised clinical experience as provided for herein.
- 4.2 Institution Designee. Institution shall designate a member of Institution's staff as the Institution Designee to participate with the University Representative in planning, implementing and coordinating the Program.
- 4.3 Access to Facilities. Institution shall permit students enrolled in the Program access to its facilities as appropriate and necessary for the Program, provided that the presence of the students shall not interfere with the activities of Institution. Institution shall provide an on-site orientation of the Institution's facilities, policies, and procedures to instructors and students.
- 4.4 Institution Rules & Regulations. Institution shall instruct the students on Institution rules and regulations. Institution shall provide University with a copy of its rules and regulations in digital or web-based format. Institution shall be responsible for ensuring that the students comply with all applicable Institution policies.
- 4.5 Withdrawal of Students. Institution may request University to withdraw from the Program any student who Institution reasonably determines is not performing satisfactorily, or who refuses to follow Institution's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why Institution desires to have the student withdrawn. University shall comply with such request within five (5) days of receipt of the written request provided that any dispute shall be resolved by the Institution's Designee and the University Representative.
- 4.6 Emergency Health Care First Aid. Institution shall, on any day when students are receiving education at its facilities, provide the students necessary emergency health care or first aid for accidents occurring at the Institution. Except for such emergency

assistance, Institution shall have no obligation to furnish medical or surgical care to any student. Cost of emergency care will be billed to student insurance, except in the event that such emergency medical care be necessary as a result of an accident or event directly attributable to the negligence of the Institution, in such event said cost shall be Institution's responsibility.

- 4.7 Communicable Disease. In the event that a student or faculty member is exposed to a reportable confirmed or suspected communicable disease as referenced in the New Jersey Administrative Code 8:57, during their participation in the Program, Institution notify the student as being an individual who may have been in contact with the case during the infectious period of disease and thus exposed to that disease. The student and faculty will receive appropriate Post Exposure Prophylaxis through the Institution's Employee Health Department or Emergency Department at no cost to the individual student and faculty. The University's Student Health Services Director will be notified if there is a suspected or confirmed communicable disease report involving the students and faculty of the University.
- 4.8 Maintenance of Institution's Student Services. Institution shall be responsible for developing, maintaining and providing services to all its students and Institution will at all times provide an adequate, competent staff to be responsible for the development, maintenance and provision of these services to Institution students. Institution will maintain at least its normal staffing levels while Students are present. In no event will a Student be expected or allowed to perform services in place of Institutions employees.
- 4.9 Evaluation. Institution shall evaluate the performance of the student on a regular basis using the evaluation form supplied by University. The completed final evaluation shall be submitted within three (3) business days following the conclusion of the student's clinical experience.
- 4.10 Payroll Taxes and Withholdings. Institution shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of Institution providing services under this Agreement. Institution shall defend, indemnify and hold Institution harmless against all claims against University by employees or agents of Institution with respect to payroll taxes, withholdings, workers' compensation and other insurance benefits.
- 4.11 Student Contact Information. University or its students may provide Institution with contact information for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning date of the planned clinical experience. Institution shall only use the student contact information to fulfill its obligations under this Agreement and agrees not to release any information in the student profile to any third party. To the extent the Institution is in possession of any student record or information, the Institution shall treat same in accordance with all applicable Federal, State and local laws including but not limited to the Family Educational Rights and Privacy Act.

- 4.12 Preceptors. Institution agrees to provide individuals that will directly precept/supervise University students without payment from the University for field experiences. Cooperating Teachers do receive a stipend only during student teaching. Institution cooperating teachers who agree to precept students will collaborate with University instructors regarding appropriate clinical experiences to meet course objectives. Institution clinicians will give verbal and written evaluations of student performance to the University. University instructors will participate in the evaluation of University students (for Field Experience IV and for Student Teaching only).

5.0 NON-DISCRIMINATION

- 5.1 The Parties agree that they shall not unlawfully discriminate on the basis of sex, race, creed, color, religion, handicap/disability, gender, gender expression, gender identity, genetic information, age, marital status, sexual orientation, veteran status, pregnancy status, ancestry or national origin in connection with this Agreement that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

6.0 STATUS OF UNIVERSITY AND INSTITUTION

- 6.1 It is expressly agreed and understood by University and Institution that students participating in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or University for any purpose whatsoever. Accordingly, no student participating in the Program shall be entitled to any compensation for services, provision of employee welfare and pension benefits, or provision of workers' compensation insurance. It is further understood that nothing in this Agreement is intended to be construed as an offer of employment to any Student in connection with the Program by Institution of University.
- 6.2 Institution assumes and maintains primary responsibility for services rendered to all of its students and assumes and maintains complete control and supervision over all its employees and no Institution employees shall be deemed to be the employees or agents of University. University shall not be liable for any salaries unless agreed upon in written by authorized representatives of University and Institution with an employment contract. Institution will assume sole and complete liability for all acts and omissions of its employees.

7.0 INDEMNIFICATION

- 7.1 University agrees to indemnify, defend and hold Institution and its affiliates, directors, trustees, officers, agents, and employees harmless against any and all claims, demands, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever kind of nature, including court costs and attorney fees, arising out of or related to the negligence or intentional act(s) of University, its faculty, employees, representatives provided however that such act(s) or omission(s) were not performed or omitted under the supervision or direction of any employee, representative or agent of Institution.

- 7.2 Institution agrees to indemnify, defend and hold University and its affiliates, directors, trustees, officers, agents, and employees harmless against any and all claims, demands, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever nature, including court costs and attorney fees, arising out of or resulting from the negligence, intentional act(s) or willful misconduct of Institution in the performance of this Agreement.

8.0 INSURANCE

- 8.1 University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. University shall provide Institution with a certificate of insurance evidencing the insurance coverage required under this Section 8.01 upon execution of this Agreement. University shall further ensure that not less than thirty (30) days' notice shall be provided to Institution of the cancellation of such insurance. University shall promptly notify Institution of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- 8.2 Institution shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. Institution shall provide University with a certificate of insurance evidencing the insurance coverage required under this Section 8.02 upon execution of this Agreement. Institution shall further ensure that not less than thirty (30) days' notice shall be provided to University of the cancellation of such insurance. Institution shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

9.0 CONFIDENTIALITY

- 9.1 Definition. Each party may be given access to the other party's confidential and proprietary information. "Confidential Information" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; and proprietary Program design elements.
- 9.2 Duty to Protect. Each party will protect the other party's Confidential Information and will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to provide services under this Agreement. Each

Party will apprise said persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement.

9.3 Exclusions. Confidential. Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the “Recipient”); (b) is independently developed by the Recipient as evidenced by Recipient’s own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or operation of law. Before disclosing any Confidential Information under a court order or operation of law, the Recipient shall provide the other party (the “Injured Party”) reasonable notice and the opportunity to object to or limit such disclosure. The Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this agreement. Monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be entitled to injunctive relief to enforce the terms of this Agreement.

9.4 HIPAA/FERPA Compliance. Without limiting the foregoing, the Institution shall take all steps reasonably necessary to maintain strict compliance with the requirements of the HIPAA/FERPA. University acknowledges and agrees that all student records of Institution shall be and remain the property of and in the custody of Institution. Upon termination of this Agreement, neither University or its faculty shall retain nor have access to the patient record of any Institution patient.

9.5 Survival. The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

10.0 EMPLOYMENT PRACTICES

10.1 Recordkeeping. Each party's respective employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. Upon reasonable request, Institution shall provide University with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

11.0 GENERAL PROVISIONS

11.1 Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with the law of the State in which the Facilities are located or Federal law, it shall be deemed amended to eliminate the conflict.

- 11.2 Assignment. Neither Party shall assign or otherwise transfer this Agreement without the other Party's prior written consent, which may be held for any reason or for no reason. Any purported assignment in violation of this Section shall be null and void.
- 11.3 Attorney's Fees. In the event that any action, including arbitration, is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- 11.4 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for interpretation or determination of validity of this Agreement or any provision hereof.
- 11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- 11.6 Entire Agreement. This Agreement, together with all attachments, is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- 11.7 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party.
- 11.8 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 11.9 Notices. Every notice required or permitted under this agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the party giving, making or sending the same to the address set forth below or to such other address as either party may designate from time to time by a notice given to the other party. Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

University

Institution

Fairleigh Dickinson University
1000 River Road

Teaneck, New Jersey 07666
Attention: General Counsel

with a copy to

Fairleigh Dickinson University
Attention: Director School of Education

Middletown Township PSD
834 LEONARDVILLE RD.,
2nd Floor
Leonardo, NJ 07737

with a copy to


Lynn Rizzuto
Secretary - Curriculum and
Instruction K-12
Middletown Township Board of
Education
Lynn Rizzuto
RizzutoL@middletownk12.org

- 11.10 Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- 11.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- 11.12 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or of any other term or condition hereof.
- 11.13 Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either Party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement.

EXECUTION

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Middletown Public Schools
School District Representative

by: 
name: Devyn Orozco
title: District Director of Educational Programs

Fairleigh Dickinson University

by: _____
Name: Dr. Kathryn Spence
Title: Interim Director, School of Education
(or representative)

