

RARITAN VALLEY COMMUNITY COLLEGE
Cooperating Fieldwork/Internship Site Agreement

This agreement to establish a cooperating internship facility is made on this day of Month/Year between the *Raritan Valley Community College Occupational Therapy Assistant Program*, located at 118 Lamington Rd, Branchburg, New Jersey 08876, and the Union County Educational Services Commission, located at 45 Cardinal Drive, Westfield, NJ 07090.

Raritan Valley Community College Agrees:

- To pursue/maintain accreditation of the program.
- To assume responsibility for curricular development and implementation. The College agrees to provide the cooperating site with information regarding proficiency and a summary of each student's curriculum when requested.
- To reserve the right to withdraw or dismiss any student whose performance record or conduct does not support continuance in the clinical education program.
- To award academic credit for the clinical education experience.
- To ensure students are physically capable of performing clinical duties as determined by the student's health care provider. The College also requires that students are compliant with facility requirements such as TB skin testing, hepatitis B vaccination, and immunities to rubella, measles and chicken pox.

To provide the facility with the following:

- Evidence determined by physical examination that each student is in good general health and free from health impairment that is of potential risk to a patient or which might interfere with the performance of his or her duties. The evidence also includes passing a drug test and completing a background check.
- Evidence that each student has received: (1) vaccination for rubella, or a rubella screening blood test with documentation of its results, including evidence of immunity (2) vaccination for measles (rubeola) or evidence of immunity to measles for those students born in 1957 or later, and (3) 2 Step PPD (Mantoux) skin test for Tuberculosis prior to the participation in the Clinical Training program.
- To provide the cooperating site with the necessary training to complete the College-required student midterm and final evaluation forms.
- To ensure that all students have received appropriate instruction and have satisfactorily completed pre-requisite coursework.
- To advise the students on his/her responsibility to comply with cooperating site policies and procedures.

- To provide the cooperating site with pertinent student information at a mutually agreed upon time prior to the commencement of the clinical experience.
- To maintain malpractice liability insurance in the amounts of \$1,000,000 each incident and \$3,000,000 aggregate.
- To contact and visit the site during the fieldwork/internship period for the purposes of providing information, feedback, and coordination assistance.

Cooperating Fieldwork/Internship Facility Agrees:

To consider and select students for the fieldwork/internship without discrimination on the basis of race, color, national origin, creed, sex, age, disability, marital status, sexual orientation, or any other characteristic that is protected by state or federal law.

- To recognize the fieldwork/internship student as a participant in an educational program and to cooperate in providing teaching situations for the intern that will contribute to the student's development, as associated with the student's major program outcomes.
- To provide students with the appropriate supervision. The cooperating site agrees to designate a Clinical Site Supervisor who will be responsible for overseeing the student's clinical experience, has a minimum of 1 year of clinical experience, and is licensed. The Clinical Site Supervisor agrees to complete the midterm and final student assessments in accordance with college guidelines.
- To provide the student with sufficient orientation to the equipment at the work site to safeguard and help the student in gaining skills and confidence.
- To report immediately to the College's designee any unsatisfactory progress of the student intern(s) for whatever reason.
- Students must promptly report any continual truancies and failures to report for work to the college. The College requires that students make up all work missed. Students must also request the withdrawal of any students whose presence is detrimental to the safety of patients, the facility, or facility personnel.
- To provide the student with emergency medical care and to notify the College's AFWC immediately in the event of serious illness or accident to the student. The cost of medical and/or hospital care shall be the student's responsibility.

Cooperating Fieldwork/Internship Facility and Raritan Valley Community College Mutually Agree:

- The student shall be subject to the rules and regulations of the Cooperating Fieldwork/Internship Facility.
- The Facility shall not currently employ the student.
- The intern(s) is/are expected to be honest, punctual, cooperative, and willing to learn. Intern(s) is/are expected to report to the fieldwork/internship site supervisor and fieldwork/internship instructor if they will be tardy or absent.

- The Cooperating Fieldwork/Internship Facility has the right to discontinue the fieldwork/internship of any student for any reason. The Cooperating Fieldwork/Internship Facility agrees to notify the College's designee immediately of such occurrences.
- The Cooperating Fieldwork/Internship Facility and College shall be encouraged to evaluate aspects of the education program and provide suggestions for improvement.
- **This agreement will renew automatically yearly** until either party terminates it. Either party may terminate this agreement upon reasonable written notice. Such action, however, shall not affect students already enrolled at the facility unless mutually agreed upon.
- Any changes to this agreement shall be made by mutual consent of both parties, in writing, and attached to this agreement as an addendum.
- This agreement shall remain enforceable throughout any negotiation process necessitated by either party's desire to institute a change to the agreement.

Indemnification

Each party agrees that it will indemnify and hold harmless the other, including its officers, directors/trustees, employees, and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its officers, directors/trustees, employees and agents arising out of this Agreement and its performance hereunder, except to the extent such damage or injury is caused by the negligent acts or omissions of the other part and/or its officers, directors/trustees, employees, and agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made or suits against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or clean without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive the termination of the Agreement. Notwithstanding the foregoing, this agreement shall be subject to all the provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59: 1-1 et seq.*

Attachment A

Anti-Harassment, Anti-Discrimination & Safety Reporting Policy for Students in the Work Environment

HARASSMENT & DISCRIMINATION

RVCC is committed to fostering a work environment where everyone is treated with respect and dignity. RVCC will not tolerate any form of harassment, intimidation, discrimination, or retaliation based on race, creed, color, religion, national origin, age, sex, marital status, civil union status, sexual orientation, gender identity or expression, mental or physical disability, or any other classification protected by federal, state, or local law or regulation. RVCC students have a right to work in an environment that is safe and free from discrimination, discriminatory harassment, and/or retaliation. The "employer" agrees to provide such a work environment to RVCC students. RVCC will not tolerate discrimination or harassment by anyone at the worksites.

RVCC students have the right to expect professional conduct from all with whom they work, be it supervisors, peers or subordinates. Likewise, the “employer” and its employees can expect professional conduct from RVCC students they employ and mentor.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person’s protected status, such as race, creed, color, religion, national origin, age, sex, marital status, civil union status, sexual orientation, gender identity or expression, mental or physical disability, or any other classification protected by federal, state or local law or regulation. It can consist of conduct or communication that is sufficiently pervasive to make a reasonable person believe the working environment has become hostile or offensive. The conduct does not have to be sexual in nature and does not have to involve physical contact. It can include but is not limited to inappropriate sexual remarks, unwelcome sexual advances, pressure for sexual activity, obscene gestures, offensive remarks, racial or religious slurs, innuendos, verbal abuse disguised as humor, or any comment or conduct that makes you feel anxious, demeaned, or threatened in any way. Harassment can take many forms, but no RVCC student should tolerate it. RVCC has policies and procedures in place for handling harassment issues on the student’s behalf.

Sexual Harassment is discriminatory behavior that a reasonable person would perceive as demeaning, aggressive, and/or threatening. It is not just the actions of others; it is how these actions affect an individual personally, and affect work performance, location, assignments, and other areas. Behaviors that may constitute sexual harassment include, but are not limited to, the following:

- Pressure for sexual activity
- Unwelcome sexual advances
- Unnecessary brushes or touching
- Disparaging remarks about one’s gender
- Sexual innuendos or persistent use of sexually suggestive or offensive language
- Verbal abuse disguised as humor
- Obscene gestures
- Offensive remarks about clothing, body parts, or activities

Making an educational or employment decision/benefit based on submission to sexual conduct. It may be perceived that one must tolerate sexual advances or engage in a sexual relationship in order to continue the placement, to achieve advancement, or to avoid adverse consequences such as poor evaluations. Similarly, it is unlawful to condition favorable treatment such as preferred assignments on acceptance of sexual advances or relations. Harassment may take different forms. Whatever form it takes, it will not be tolerated in the workplace.

SAFETY

All RVCC students have the right to work in a safe environment. Students’ physical and emotional safety are of the utmost concern. No student should be exposed to any physical, biological or chemical hazards or risks. During the course of a student’s work placement, there may be risks related to the experience and uncertainty of future events. Following are examples of some potential hazards or risks:

- Outdoor exposure to weather, pollution, noise, or other hazards
- Unsafe neighborhood or being sent to unsafe locations

- Remote, poorly lit, or unsecured parking areas
- Dangerous intersections or roadways
- Being left alone in a building or at the work site
- Indoor exposure to machinery, extreme temperatures, or other structural hazards
- Dangerous, infected, or contagious animals, plants or other hazards
- Office or laboratory equipment and chemicals (toner, chemicals, cleaning products)

There are four basic steps in assessing and managing risk:

1. Identify potential hazards, risks, or concerns.
2. Understand the guidelines and expectations of the internship, job site, and supervisor.
3. Consider solutions to potential problems.
4. Follow the procedure for reporting an incident or concern as stated below.

Reporting an Incident or Concern

No RVCC student should feel unsafe or uncomfortable at his/her work site. Students are encouraged to report any incidents of discrimination or harassment, as well as any safety concerns or discomfort, at the worksite. If you feel that your safety and/or well-being are at risk or that you are being harassed, please leave the Site **immediately** and report the situation **immediately** to:

- Human Resources at the worksite **AND**
- The RVCC Department Coordinator whose name appears at the end of this document
- Cheryl Wallace, Vice President of Human Resources, at 908-526-1200 ext. 8260 or Cheryl.Wallace@raritanval.edu

This allows both the “employer” and the College the opportunity to respond promptly. Report the incident and your concerns after you have removed yourself from possible harm. RVCC would never expect a student to stay at any site that is or has the potential to be an unsafe environment. Document all facts, including but not limited to the date, time, and persons involved and the situation as you observed it. RVCC will immediately work with the student to remedy the same and/or remove the student from any unsafe environment. Know that RVCC will act as soon as possible, following the college’s procedures and prioritizing the student’s protection. Personal counselors are available for assistance in the Advising and Counseling Office, College Center L-029.

Student Experiential Learning and Job Expectations

- During this work experience, you represent yourself, RVCC, its students, faculty, staff, and alumni.
- Your performance and attitude will have implications beyond you and this internship/job.
- You are governed by the internship/job site’s employment policies, procedures, dress code, privacy or confidentiality agreements, and standards of conduct. You should obtain clear guidelines from your employer before you begin your internship/job.
- For experiential learning opportunities, your commitment to on-site work is important. You are responsible for notifying the RVCC Department Coordinator of any absences in accordance

with the Department Coordinator's policies and procedures. Any changes in your status (layoff, hours cutback, or dismissal) must be reported immediately to the RVCC Department Coordinator.

- You may not withdraw from the placement without prior authorization from the RVCC Department Coordinator, except in severe and justifiable circumstances determined by the RVCC Department Coordinator in consultation with the site.

By Union County Educational Services Commission and Raritan Valley Community College

Signature

Name Printed

Title

Signature

Name Printed

Title

Signature


Drue Stapleton, Ph.D., ATC, CSCS
Name Printed

Dean, Health Science Education
Title

Signature


Kimberly Meany, MS OTR/L, COTA
Name Printed

Academic Fieldwork Coordinator
Title

