

**Affiliation Agreement  
Between  
Randolph Board Of Education  
And  
Bloomfield College**

This agreement is effective the 16<sup>th</sup> day of November, 2015 and is by and between Bloomfield College; having its principal business at 467 Franklin Street Bloomfield, NJ 07003 (hereinafter “the College”) and Randolph Board of Education as agent for facilities on attached Schedule A (hereinafter individually and collectively referred to as “the Facility”),

**WHEREAS**, Bloomfield College has an education program for students in Teacher Education (hereinafter “the Program”); and

**WHEREAS**, the Facility has the resources to provide clinical experience/clinical practice;

**WHEREAS**, the Facility and the College desire to affiliate for the purpose of providing a clinical experience (practicum)/clinical practice (student teaching) program (hereinafter the “Clinical Program”) at the Facility for the 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 programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for promotion and graduation of students.
2. The College shall designate a “College Supervisor” to coordinate the clinical experience (student teaching) with the Facility.
3. The College shall coordinate with the Facility to establish a schedule of assignments and the number of teacher education students/clinical interns eligible to participate in the Clinical Program. Both parties shall agree on the dates, hours, and duration of the assignment.

4. For Clinical Practice (student teaching) each student shall be supervised by a College Supervisor who has had experience supervising, consulting, or otherwise working with classroom teachers for all instructional certificate programs.
5. The Coordinator for Student Teaching & Field Experiences shall assign to the Facility students who have satisfactorily completed the prerequisite didactic portion 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 confidentiality as required by all federal, state and other applicable laws and regulations.
8. The College and its students shall be required to maintain and retain all records and reports pertinent to the students' clinical program. 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 evidence that each student has received: PPD (Mantoux) skin test for tuberculosis prior to participation in the Clinical Experience Program
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 injury or 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 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. Such insurance is to be written by a carrier licensed in New Jersey and rated at least an "A" by A.M. Best Company. 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 furnish the Facility with evidence that it has complied

with the above requirements for liability coverage. The Facility 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 the Clinical Program from any and all liabilities, claims, actions, suits, settlements, judgments, costs, damages and liabilities.

**B. Responsibilities of the Facility**

1. The Facility will provide orientation for the faculty and teacher education students/clinical interns.
2. To further insure that it provides opportunities for appropriate role modeling in teaching practice supervision should be direct and gradually decrease to less direct supervision as appropriate.
3. The Facility reserves the right to screen clinical interns in advance. The Facility also reserves the right to terminate teacher education students/clinical interns from the Clinical Programs who do not comply with the Facility's rules and regulations, policies, and procedures, or who place the Facility, its student, teachers, other affiliates, or the student at risk.
4. The Facility reserves the right to remove any teacher education students/clinical interns who endanger student 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.
5. 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.

**C. Responsibilities of the Teacher Education Students/Clinical Interns:**

1. All teacher education students/clinical interns shall provide their own transportation.
2. All teacher education students/clinical interns shall report to the Facility on time.

3. All teacher education students/clinical interns shall conform to the standards and practices established by the College while working in the Facility.
4. All teacher education students/clinical interns shall obtain prior written approval of the Facility and the College before publishing any material relating to the Clinical Program directly or indirectly.
5. All teacher education students/clinical interns 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.

**D. General Information:**

1. It is agreed by both parties that at no time will they discriminate against any employee, applicant, or student because of race, color, creed, sex, national origin, age, disability, marital status, sexual preference, or veteran status.
2. No teacher education student/clinical intern 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 teacher education student/clinical intern 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 term of this Agreement shall be determined by the Coordinator of Student Teaching and Field Experiences in agreement with the Facility and will be at least one full semester or 525 clock hours for Clinical Practice (student teaching) and up to 100 hours for Clinical Experience (practicum). 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.

**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 addresses as the parties shall designate by written notice to the party hereunder.

To the College:                    Mary Porcelli, Coordinator of Teacher Education  
                                          Bloomfield College  
                                          467 Franklin Street  
                                          Bloomfield, NJ, 07003

To the Facility:                    Heather Riley  
                                          Administrator for the Board of Education Office  
                                          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 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 this 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: \_\_\_\_\_