

**AFFILIATION AGREEMENT BETWEEN RANDOLPH BOARD OF EDUCATION
AND
Psychology Department, Binghamton University**

This agreement is effective **the 1st day of January, 2014** and is by and between the Psychology Department of Binghamton University having its principal business address at Science IV, P.O. Box 6000, Binghamton, NY 13902 (hereinafter "the Department"), Rachel Daly (hereinafter "the Student"), and Randolph Board of Education as agent for facilities on attached Schedule A (hereinafter individually and collectively referred to as "the Facility"),

WHEREAS, the Facility has the resources to provide training to students **by a school behaviorist or psychologist.**

WHEREAS, the Facility and the Department desire to affiliate for the purpose of providing an **shadowing experience with a school behaviorist or psychologist** for the Student at the Facility;

NOW, THEREFORE, the parties agree as follows:

A. Responsibilities of the Department:

1. Assume and maintain full responsibility for the planning and execution of the educational program in Psychology, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for promotion and graduation of students.
2. The Academic Advisor for the Department shall be the point of contact for the Facility and the Student.
3. The Department and the Student 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.
4. The Department and the Student are required to maintain confidentiality as required by all federal, state, and other applicable laws and regulations.
5. The Department and the 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 this Agreement, and all records, claims and correspondence belong to the Facility and must be maintained and retained on the Facility's premises. The Department and the Student shall also be required to maintain and retain all records and reports pertinent to the Student's experience. These records shall be made available to the Facility upon request.

B. Responsibilities of the Faculty:

1. The Facility will provide orientation for the Student.

2. The Facility will provide 50 hours between January 1 and January 22 for the Student to shadow a school behaviorist or psychologist.
3. The Facility shall permit the Student to use the Facility cafeteria during its normal operating hours, if feasible. The Student shall be required to pay for her own meals.
4. The Facility shall provide emergency medical care to the Student if she becomes ill or injured during the internship, if medically appropriate and necessary. The Student shall arrange for medical care beyond that of emergency nature. The Student 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.
5. The Facility reserves the right to screen the Student in advance. The Facility also reserves the right to terminate the Student from the internship if she does not comply with the Facility's rules and regulations, policies, and procedures, or who place the Facility, its students, staff, visitors, other affiliates, or the Student at risk.
6. The Facility reserves the right to remove any student or faculty member who endangers student health, welfare, or safety or disrupts the operations of the Facility. The Facility shall make reasonable efforts to notify the Department in advance of such removal.

C. Responsibilities of the Students:

1. The Student shall provide her own transportation and living arrangements.
2. The Student shall report to the Facility on time.
3. The Student 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 Department and to obtain written acknowledgement from the Student confirming review of such rules, regulations, and policies and procedures.

D. General Information:

1. It is agreed by all parties that at no time will they discriminate against any employee, applicant, or students because of race, color, creed, sex, national origin, age, disability, marital status, sexual preference, or veteran status.
2. The Student shall not in any way be considered an employee or agent of the Facility or the Department, nor shall the Student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights normally afforded to employees of the Facility or the Department. The parties shall be independent contractors with respect to each other.

E. Term of Agreement:

The term of this Agreement shall be for January 1 to January 22 effective upon the signing hereof by all parties and shall be thereafter renewed only when new applicants from the Binghamton University Psychology Department submit amended contracts to be signed by all

parties. At any time during this agreement, any party may give ten (10) days prior written notice of its intention to terminate the Agreement to the other parties 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 the welfare and safety of staff, students, or the Student.

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 Department:

Courtney Ignarri
Department of Psychology
Science IV 230B
P.O. Box 6000,
Binghamton, NY 13902

To the Facility:

Heather Riley
Randolph Board of Education
25 School House Road
Randolph, NJ 07828

To the Student:

Rachel Daly
5 Hemlock Drive
Budd Lake, NJ 07828

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 any 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 Department”)

BY: _____

TITLE: “ _____ ”

DATED: _____

(“The Student”)

BY: _____

DATED: _____