

## AFFILIATION AGREEMENT

This AGREEMENT is made as of this day, by and between Teachers College, Columbia University, a non-profit corporation of the State of New York, having offices located at 525 West 120<sup>th</sup> Street, New York, New York 10027 (hereinafter referred to as the “College”) and the Newark Board of Education (hereinafter referred to as the “Board” or “Agency”), located at 765 Broad Street, Newark, NJ 07102, also referred to as Party or Parties.

WHEREAS, the College desires to offer its graduate school students the opportunity to provide the Services at the Agency; and

WHEREAS, the Agency desires to offer these Services to those it serves.

NOW, THEREFORE, the Parties have mutually agreed as follows:

1. **Services to be Provided:** The College shall select qualified Trainee Candidates from its Teaching of English Program (the “Program”) and the Agency will provide each selected Trainee with an unpaid externship that affords substantive practical experience in the area of Teaching of English. The Agency shall be responsible for the supervision of all Trainees at all times such individuals are on the Agency’s premises.

2. **Selection Process:** The College and the Agency together shall select a graduate student of the College to provide the Services (the “Trainee”) in accordance with the following terms and conditions:

a. The College agrees to recruit and to refer acceptable candidates for traineeship positions (the “Trainee Candidates”).

b. Each Trainee Candidate must: (1) meet the criteria set forth in the academic bulletin for admission to the College; (2) be enrolled in one of the College’s programs leading to a Masters or Doctoral level degree in the Teaching of English.

c. The College in its sole discretion will select one or more Trainee Candidates, the number of which to be specified by the Agency, for an externship at the Agency. The schedule for such externship will be arranged between the selected Trainee and the Agency.

d. The College retains the right to remove any Trainee, upon written notice to the Agency, who fails to comply with pertinent College policies, rules or regulations, or whose work is not in full accord with the College’s standards of performance.

e. The Agency retains the right to remove any Trainee, upon written notice to the College who fails to comply with the pertinent Agency policies, rules or regulations, or whose work is not in full accord with the Agency’s standards of performance.

3. **Supervision:** The Agency shall provide quality professional practitioners who shall be responsible for overseeing the students’ experiences and training activities. The supervising

practitioner or practitioners shall orient the students to their activities, direct their activities, and supervise and review their activities to assure satisfactory training experiences and performance. Supervision may include audio/video recording and direct review and observations. The Agency shall assume full responsibility for such supervision. The Agency shall make available the necessary on-site equipment and supplies, as determined by the Agency

4. **Instructional Status:** The College agrees to assure that each selected Trainee is a student in good standing in the Program during the term of the externship. The College will notify the Agency as soon as practicable if such status is not maintained.

5. **Evaluations:** The Agency shall report regularly to the College regarding each Trainee's activities, progress, and performance and complete an evaluation form at the end of the semester

6. **Notification:** Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class, faxed with confirmation, sent via overnight courier or messenger with receipt as follows:

To the Agency:

April Venable  
Newark Board of Education  
765 Broad Street  
Newark, NJ 07102

To the College:

For technical matters:  
Teachers College, Columbia University  
Attention: Katherine Ledwell  
Box 97  
525 West 120<sup>th</sup> Street  
New York, NY 10027

For legal matters:  
Teachers College, Columbia University  
Office of the General Counsel  
Box 83, 525 West 120<sup>th</sup> Street  
New York, NY 10027

7. **Period of Performance:** This Agreement is valid for one (1) year beginning September 4th, 2021 (the "Term"). Either Party, upon 10 days prior written notice to the other Party, may terminate this Agreement for convenience without penalty.

8. **Insurance:** College shall procure and maintain for the duration of the Agreement commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by College, or its

agents, representatives, employees or subcontractors. This Agreement shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement.

The Newark Board of Education is to be added as an **additional insured** but only as our interests may appear on all Certificates of Insurance as indicated below with respect to Commercial General Liability Insurance.

#### MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Commercial General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New York.
- C. The College owns no vehicles. Trainees will be responsible for transportation to assigned sites.

9. **Indemnification:** The College shall defend, indemnify and hold harmless the Board its officers, directors, agents and employees for all loss, costs, damages and expenses, including reasonable attorneys' fees, judgments and fines arising from any negligent or intentional act or omission by the College or its students, instructors or faculty members, as determined by a court of competent jurisdiction.

10. **Entire Agreement:** This Agreement contains the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein. No modification of this Agreement shall be binding unless agreed to in writing and executed by both Parties.

11. **Choice of Law:** The Parties intend that this Agreement shall be interpreted in accordance with the laws of the State of New Jersey without regard to conflict of law principles and venue shall be in the County of Essex and State of New Jersey.

12. **Criminal Background Checks:** College shall ensure that each worker(s), student(s) subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. College must ensure that said background checks are performed no later than thirty (30) days after execution of this Agreement. The services under this Agreement shall not begin or proceed until College complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a

material breach of this agreement by College, and as such, serves as a basis for the Newark Board of Education to immediately terminate this Agreement.

13. **Severability:** If any section, or part thereof, of this Agreement is held to be invalid or unenforceable for any reason, the remaining portion of this Agreement shall continue in full force and effect and shall be carried out in a manner that is consistent with the intentions of the Parties hereto.

14. **Compliance with Applicable Law.** Both Parties agree that they will comply with all applicable laws, including but not limited to The Family Educational Rights and Privacy Act of 1974 (FERPA) and Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition, both Parties agree that if they engage in research with human subjects, that they possess mechanisms to protect human research subjects as set forth in 45 CFR 46. Both the College and the Board and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children’s Online Privacy and Protection Act (“COPPA”), the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Family Educational Rights and Privacy Act (“FERPA”), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1).

15. **Fees:** This Agreement is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board’s voluntary participation in this Agreement does not require any monetary payment of any kind from the Board in exchange for the services being provided by College, its subcontractor, students, agent or representative under this Agreement.

16. **Independent Entities:** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the Agreement. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

17. Agency shall comply with all federal, state, and local guidelines for maintaining a clean and safe educational environment during the COVID-19 pandemic for the College’s students. Agency shall provide students with adequate personal protective equipment (“PPE”) for all in-person activities at the site, commensurate with the level of PPE provided to the Agency’s staff members engaged in similar activities.

IN WITNESS WHEREOF: The Parties have signed this Agreement in their official capacities, on the day and year first written above.

TEACHERS COLLEGE, COLUMBIA UNIVERSITY

By: \_\_\_\_\_  
Name: Mary Hafeli  
Title: Department Head of A & H

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Josephine C. Garcia  
Title: Board President

Date: \_\_\_\_\_