



KEAN

Clinical Affiliation Agreement

This Agreement is entered into on September 1, 2024 between Newark Board of Education with an address at 765 Broad Street Newark, NJ 07102 (the “Facility” or the “Board”) and Kean University located at 1000 Morris Avenue, Union, New Jersey 07083 (the “University”). The Facility and Kean University are also referred to as a “Party” individually and as “Parties” collectively.

WHEREAS, Kean University has approved and established undergraduate and graduate programs in Nursing (“Program”); and

WHEREAS, field work experience is a required and integral component of the Program’s curriculum and Kean University desires the cooperation of the Facility in the development and implementation of the field work experience phase of its Program; and

WHEREAS, the Facility desires to participate with Kean University in the development and implementation of fieldwork experience for Kean University Program students (the “Students”).

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Facility and Kean University agree as follows:

1. **TERM.** This Agreement shall commence on September 1, 2024 and shall expire on September 1, 2025. This Agreement may be renewed upon the mutual written consent of the Parties.

2. TERMINATION

2.1 Either Party has the right to terminate this Agreement upon in one hundred and twenty (120) days prior written notice to the other Party in accordance with the notice provisions outlined below. In the event of a breach of any provision of this Agreement by one Party, the other Party shall have the right and option to give the breaching Party written notice. In the event that the breaching Party fails to remedy the breach within one hundred and twenty (120) days of the receipt of such written notice, the other Party may, at its sole option, terminate this Agreement.

2.2 In the event this Agreement is terminated, it shall remain in effect until the completion of any Program committed to or commenced at the time of such termination, subject to the right of the Facility to withdraw the Students from the Program as set forth herein. If the District exercised its right to terminate this Agreement, the District agrees to evaluate student(s) participating in an ongoing clinical learning experience program and determine in its sole discretion (based on what is in the best interests of the students, staff, and stakeholders, of the

District), whether they should be afforded the opportunity to complete the program, even when the effective date of termination occurs prior to the completion dates of the program. If the District determines that the best interests of its students, stakeholders, and staff would be served by removing students participating in the ongoing clinical learning experience program from the District, then those participating students shall be removed from the District immediately.

3. KEAN UNIVERSITY RESPONSIBILITIES. Kean University shall:

3.1 Assume and maintain full responsibility for the planning and execution of the curriculum for its students, including the administration, curriculum content and faculty appointments. All programs will forward the fieldwork requirements to the Facility for their respective students.

3.2 Confirm with Facility that the Students are accepted at the Facility prior to commencement of each clinical experience.

3.3 Ensure that all instructors possess the requisite academic qualifications for their academic roles.

3.4 Provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.

3.5 Inform its students of the requirement to conform to the rules, regulations and policies of the Facility. These rules, regulations and policies will be available and reviewed with each student by the Facility.

3.6 Inform its Students that they must meet certain health standards as required by the Facility. Information related to Students, required by the Facility for the purpose of this Agreement, including but not limited to educational transcripts, health screenings and background checks will be provided to the Facility by the student upon request. The Program will not maintain copies of such information.

3.7 3.7 University shall ensure that each student(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 individual from employment or coming into contact with children pursuant to N.J.S.A. 18A:6-7.1 et seq. University must ensure that said background checks are performed no later than thirty (30) days after execution of this Agreement. The clinical learning experience under this Agreement shall not begin or proceed until University 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 University, and as such, serves as a basis for the Newark Board of Education to immediately terminate this Agreement.

4. FACILITY RESPONSIBILITIES. The Facility shall:

4.1 Participate in joint evaluation of the effectiveness of the fieldwork experiences through meetings and/or written evaluations of the students.

- 4.2 Provide the necessary supplies, facilities and supervision as may be required to ensure quality education for the Students without impairing quality patient care.
- 4.3 Provide an orientation of its facilities, policies and procedures for Students.
- 4.4 Provide emergency care for Students in case of illness or accident. However, the Facility shall not be responsible for any further care. In no event shall Facility be responsible for a greater amount or degree of care of assistance than it would reasonably provide for its paid employees. The Facility shall notify Kean University promptly of any such occurrence. The Students shall be responsible for payment of any medical expenses incurred.
- 4.5 Permit Students to utilize its library facilities. Further, the Facility will permit Students and Kean faculty at their own expense to utilize the cafeteria and visitor's parking lots.
- 4.6 Provide supervision by a qualified individual/s holding appropriate certification /licensure in the area of the clinical training experience.
- 4.7 Assure that it has measures in place to ensure Students and faculty safety, such as program and institution policies or manuals, instruction on occupational health and safety, incident-reporting processes, harassment prevention policies and procedures, and conflict resolution processes.

5. MUTUAL OBLIGATIONS. The Parties mutually agree that:

- 5.1 The Facility shall retain sole responsibility for all patients and their care at all times, as well as the extent of participation of Students in assisting with or observing patient care.
- 5.2 Responsibility for planning the clinical experience at the Facility will be jointly shared by the Facility's staff and Kean University's instructors, subject at all times to the policies, rules and regulations of the Facility.
- 5.3 Students may be assigned to any facilities or programs within the Facility's system upon Kean University's consent.
- 5.4 Student curriculum, attendance and scheduling shall be under the direction of Kean University as long as they do not conflict with the Facility's policies, rules and regulations.
- 5.5 Students will start their clinical experience as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of Kean University and the Facility.
- 5.6 The Facility and Kean University will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party. This Agreement is not a commitment of funds. No monies will be exchanged between the parties for the clinical learning experience program. 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 clinical learning experience program under this Agreement.

5.7 Kean University shall withdraw any student from the placement when notified by the Facility that the student is unacceptable to the Facility for the reasons of health, performance, disciplinary issues or other reasonable and lawful causes. Any necessity for such action will be reported immediately to Kean University.

6. STUDENTS RESPONSIBILITIES. Kean University shall advise its Students of the following conditions of participation in the Program. Further, Kean University shall advise Students that failure to meet the following conditions shall be grounds for denial of admission to the Program and/or dismissal from the Program:

6.1 Students shall, at all times, follow the rules and regulations established by the Facility. The Facility shall orient the students to applicable rules and regulations.

6.2 The health of all Students assigned to the Facility shall meet the standards required for the Facility's employees. If required by the Facility the student will be asked to provide the Facility with the health screening reports and proof of vaccination.

6.3 Students acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any patients with whom the students have contact during the Program. The Students will follow all relevant Facility policies for maintaining confidentiality, which shall be made available to the University's students by the Facility.

6.4 Kean University will provide medical documentation of any special physical needs of students participating in the Program.

6.5 Students, at their own expense, shall be required to submit to a criminal background check prior to starting clinical training at the Facility as required by the Facility's criminal background checks procedure. Students whose records show an adverse finding will be subject to review by the Facility. The Facility may reject any Students from the fieldwork experience based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE. Kean University and the Facility agree that each shall comply with all applicable requirements of municipal, county, state and federal authorities, all applicable municipal and county ordinances and regulations, and all applicable state and federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation, the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INSURANCE. Insurance requirements for Kean University, Facility and Students are as follows:

8.1 Kean University. Kean University is a public higher education institution in the State of New Jersey. Any agreement signed and entered into on behalf of the State of New Jersey is subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through 59:12-3 and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 through 59:13-10 and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of the premises should be referred for handling to the New Jersey Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, P.O. Box 116, New Jersey 08625. The State of New Jersey self-funds for Workers' Compensation and Disability.

8.2 The Facility. The Facility will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Upon request, the Facility shall provide Kean University with documentation of such insurance coverage.

8.3 Students. Students are required to be covered by professional liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate limits. Upon request, Students or Kean University shall provide the Facility with documentation of such insurance coverage.

9. INDEPENDENT CONTRACTOR. Both Facility and Kean University are independent contractors. It is not intended that an employer/employee, joint venture, or University agreement be established hereby expressly or by implication between Facility and Kean University. Each of the parties to this Agreement shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.

10. CONFIDENTIALITY. Both Kean University and the Facility shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable, standards of The Joint Commission (TJC) and medical records policies and guidelines established and approved by the Facility, which shall be made available to the University's students.

10.1 The District and University and/or its students 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). To the extent that University is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this Agreement, University agrees that it will

either return all such confidential information/data to the Board within 30 days of the end of the term of this Agreement or termination date if terminated by the Board, or that University will destroy any such confidential information/data within 30 days of the end of the term of this Agreement or termination date if terminated by the Board. To the extent that University has access to any Board generated materials or documents as a result of this Agreement, University agrees that it will similarly either return any such Board generated materials or documents to the Board, or destroy them, within 30 days of the end date of this Agreement. University acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this Agreement. To the extent that any services are performed by University virtually using the internet or some other remote means of electronic transmission, University shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.

- 11. NO DISCRIMINATION.** Kean University and the Facility mutually agree that no students shall be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, age, sex/gender, pregnancy, marital status, civil union status, domestic University status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability for the purposes of this Agreement.
- 12. NO WAIVER.** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 13. ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the Facility or Kean University, and this Agreement contains all the covenants and agreements between the parties with respect to this clinical affiliation agreement. The Parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.
- 14. MODIFICATION.** The Parties may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement and executed by the authorized representatives of the Parties.
- 15. ASSIGNMENT.** The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.
- 16. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction

regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

18. MUTUAL RESPONSIBILITIES. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, University shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, student(s) agents or officers, in the performance of its obligations assumed pursuant to this Agreement. University hereby releases the Board from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with University's performance of the obligations assumed by it or its employees, student(s), agents or officers pursuant to this Agreement. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this Agreement. The Board hereby releases University from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Board's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement,

19. NON-RECRUITMENT. During the term of this Agreement, and for a period of one year following the termination of this Agreement for any reason, in the absence of any prior express, written authorization by the Board Superintendent which may permit University to do so, University agrees that it will not directly or indirectly hire any of the Board's employees, or solicit any of the Board's current or recently separated employees from the past 12 months, for the purpose of hiring them or inducing them to leave their employment with the Board or offer any status as an independent contractor with University, nor will University utilize any third party to act on its behalf to try to otherwise hire any Board employee or solicit any Board employee or induce/encourage them to leave employment with the Board. Should University violate this provision, this Agreement is subject to immediate termination by the Board upon written notice to University.

20. COMPLIANCE WITH BOARD POLICIES AND PROCEDURES. University shall ensure that each, student(s), assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. University also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations, testing and social distancing. Should any of University's student(s), violate any Board policy or public health and safety policy, the Board retains the right to request and have University remove said student(s) from the school location and/or the program altogether.

21. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To the Facility:

Newark Board of Education
765 Broad Street
Newark, NJ 07102

To Kean University:

Kean University
Nursing Program
1000 Morris Avenue
Union, NJ 07083

22. PDF SIGNATURES. Signatures to this Agreement transmitted by facsimile, or electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

Signature page to follow.

CLINICAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers of the Parties.

Newark Board of Education

By: _____ Date: _____
Name: Hasani K. Council
Title: Board President

Kean University

By: _____ Date: _____
Name: Dr. James Konopack
Title: Dean, College of Health Professions and Human Services