



## Clinical Affiliation Agreement

This Agreement is entered into by and between Newark Public Schools with an address at 765 Broad Street, Newark, New Jersey 07102 (the "District") and Kean University located at 1000 Morris Avenue, Union, New Jersey 07083 (the "Kean University"). The District and Kean University are also referred to as a "Party" individually and as "Parties" collectively.

WHEREAS, Kean University has approved and established a Graduate Certificate in School Nursing; and

WHEREAS, a clinical experience is a required and integral component of the Graduate Certificate in School Nursing ("Program") and Kean University desires the cooperation of the District in the development and implementation of the clinical experience phase of its Program; and

WHEREAS, the District desires to participate with Kean University in the development and implementation of the clinical experience for Kean University Program students (the "students").

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

### 1. TERM

This Agreement shall commence on Jun 1, 2021, for a period of three (3) years and shall expire on June 1, 2024. This Agreement may be renewed for another three (3) years upon the mutual written consent of the Parties.

### 2. TERMINATION

2.1 Either Party has the right to terminate this Agreement on 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 thirty (30) 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 District to withdraw a student from the Program as set forth herein.

### **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 clinical experience requirements to the Facility for their respective students.

3.2 Confirm with District that the student(s) is accepted at the District 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 District. These rules, regulations and policies will be available and reviewed with each student by the District.

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

### **4. DISTRICT'S RESPONSIBILITIES**

The District shall:

4.1 Participate in joint evaluation of the effectiveness of the clinical experience 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 Kean University's students.

4.4 Provide emergency care for students in case of illness or accident. However, the District shall not be responsible for any further care. In no event shall District be responsible for a greater amount or degree of care of assistance than it would reasonably provide for its paid employees. Kean University shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

4.5 Permit students to utilize its library facilities. Further, the District will permit students and 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.

## **5. MUTUAL OBLIGATIONS**

The Parties mutually agree that:

5.1 The District shall at all times retain sole responsibility for all patient care and the extent of participation of student in assisting with or observing patient care.

5.2 Responsibility for planning the clinical experience at the District will be jointly shared by the District's staff and Kean University's instructors, subject at all times to the policies, rules and regulations of the District.

5.3 A student of Kean University may be assigned to any facilities or programs within the District's system.

5.4 Student curriculum, attendance and scheduling shall be under the direction of Kean University as long as they do not conflict with the District's policies, rules and regulations.

5.5 Each student of Kean University will start his/her 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 District.

5.6 The District and Kean University will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

5.7 Kean University shall withdraw any student from the placement when notified by the District that the student is unacceptable to the District 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.

5.8 Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, both Kean University and the District shall be responsible for and defend themselves against any and all suits, claims, losses, demands or damages of any kind arising out of or in connection with any act or omission of its respective employees, agents, students or officers, in the performance of its obligations under this Agreement. Each party hereby releases the other party from any and all liabilities, claims or losses arising solely out of its performance of the obligations assumed by the releasing party or its agents pursuant to this Agreement.

## **6. STUDENT 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 of Kean University shall, at all times, follow the rules and regulations established by the District. The District shall orient the students to applicable rules and regulations.

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

6.3 Students of Kean University 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 District policies for maintaining confidentiality which shall be made available to the University's students by the District.

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

6.5 Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting clinical training at the District as required by the District's criminal background checks procedure. Any student whose record shows an adverse finding will be subject to review by the District. The District may reject any student for the Program based upon the information contained in the criminal background check.

## **7. REGULATORY COMPLIANCE**

Kean University and the District 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, District 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 District. The District will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon request, the District 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, Kean University or Students shall provide the District with documentation of such insurance coverage.

## 9. INDEPENDENT CONTRACTOR

Both the District and Kean University are independent contractors. It is not expressly or by implication intended that an employer/employee, joint venture, or partnership agreement be established between the District and Kean University. Rather, in discharging all duties and obligations hereunder, the District shall at all times be in and remain an independent contractor relationship with Kean University. Neither the District nor Kean University is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either the District or Kean University, nor shall it in any way alter the control of the management, operation, and affairs of either the District or Kean University, it being the intent of this Agreement that the District and Kean University shall maintain separate and independent management, and each

has full, unrestricted authority and responsibility regarding its organization and structure. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

#### **10. CONFIDENTIALITY**

Both Kean University and the District 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 Family Educational Rights and Privacy Act ("FERPA"); 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 District, which shall be made available to the University's students.

#### **11. NO DISCRIMINATION**

Kean University and the District mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation 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 District 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. 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 District:**

Mr. Roger León  
Superintendent  
Newark Public Schools  
765 Broad Street  
Newark, NJ 07102

**To Kean University:**

Dr. Christine W. Thorpe  
Dean, Nathan Weiss Graduate College  
Kean University  
1000 Morris Avenue  
Union, NJ 07083

**CLINICAL AFFILIATION AGREEMENT**

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

**NEWARK PUBLIC SCHOOLS**

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

Name: Mr. Roger León  
Title: Superintendent

**KEAN UNIVERSITY**

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

Name: Dr. Christine W. Thorpe  
Title: Dean, Nathan Weiss Graduate College