

Education Affiliation Agreement

This Agreement is made between the Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College (address of Institution), hereinafter referred to as "Institution," and (Full name and address of Placement Site), hereinafter referred to as "Placement Site."

RECITALS

- A. Placement Site is capable of providing a site for teaching and practical experience; and,
- B. Placement Site has made it a professional responsibility to assist in the educational experience of Truckee Meadows Community College students and is interested in providing assistance in particular to Institution with its curricula; and,
- C. Institution is currently conducting (teaching/other) programs granting the degree(s) of _____ for which it desires a Placement Site to further the training and experience of Institution's students.

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Placement Site agree as follows:

1.0 Purpose of the Affiliation.

1.1 Institution and Placement Site agree to affiliate and cooperate for their mutual benefit. Placement Site will provide a facility for Institution students to obtain appropriate, high quality (practical/clinical) training and experience ("[name] Program"), and Institution will provide students to support the mission and efforts of Placement Site. The overall intention is to provide training and service with greater success than would be possible without affiliating.

1.2 In particular, Institution seeks to achieve the following goals with this Agreement:

1.2.1 Provide its students with the necessary experience to prepare them for careers in _____

1.2.2 Provide its students and faculty with the opportunity for professional interaction with practitioners to learn the newest techniques in the _____ field; and

1.2.3 Enhance and maintain strong ties to local (type of Placement Site, e.g., schools).

1.3 Placement Site seeks to achieve the following goals with this Agreement:

1.3.1 Improve the quality of (*teaching*) while providing an environment conducive to program and experiential training;

1.3.2 Improve its recruitment ability; and

1.3.3 Establish an affiliate (*clinical/other*) program consistent with the values and needs of Placement Site.

2.0 Responsibilities for the Academic Curriculum.

2.1 It shall be Institution's responsibility to:

2.1.1 Establish and maintain for this placement, curriculum standards and educational policies that meet Institution standards (and applicable _____ licensing and accreditation requirements).

2.1.2 Administer, organize, and operate the overall placement educational program;

2.1.3 Provide course outlines to Placement Site that include objectives, goals, and classes for each course providing (*clinical/other*) experience;

2.1.4 Provide Placement Site with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.

2.2 It shall be Placement Site's responsibility to;

2.2.1 Allow faculty and students to select and arrange Placement Site learning experiences that meet program objectives;

2.2.2 Orient Placement Site staff to the curriculum and encourage an atmosphere conducive to learning;

2.2.3 Provide Institution faculty with written policies, procedures, standards of care, and protocols of Placement Site, which Institution acknowledges shall govern Institution students and faculty involved in the (*clinical/other*) Program.

3.0 Program Delivery and Supervision.

3.1 It shall be Institution's responsibility to:

3.1.1 Employ administrative and instructional staff who meet the qualifications;

3.1.2 Provide Placement Site with a description of Institution faculty responsibilities;

3.1.3 Use only faculty who agree to follow Placement Site rules and regulations.

3.2 It shall be Placement Site's responsibility to:

3.2.1 Employ administrative and (direct service/teaching) staff who are currently licensed and who are qualified either through experience and/or academically to uphold and demonstrate standards of the Program as established by Placement Site;

3.2.2 Provide learning experiences under the supervision of qualified personnel that meet the experience standards of the following recognized professional accrediting agencies, State agencies, and the stated objectives of Institution's educational program: _____;

3.2.3 Provide Institution and participating students with current operational policies and procedures manuals relevant to the Program;

3.2.4 Provide staff to assist students with (*clinical/other*) assignments;

3.2.5 Provide opportunities for observations and practical experience conducive to the learning process of the students and to meeting the learning objectives of the Program and overall curriculum;

3.2.6 Provide time for Placement Site professionals to attend supervisory meetings and conferences called by Institution as part of the educational program;

3.2.7 Permit, as possible, the students to attend Placement Site regular, operational, and policy-making meetings.

4.0 Program Coordination.

4.1 Institution and Placement Site agree to work together to establish and maintain a quality Program. Placement Site agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 Institution shall provide a faculty member who will serve as liaison with Placement Site personnel.

4.3 Institution and Placement Site agree to provide representatives to form a coordinating committee to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Placement Site. Institution agrees upon request to provide representatives from Institution faculty to serve on Placement Site committee(s) relevant to the Program.

4.4 Institution and Placement Site agree to cooperate in planning the hours of practice and selecting the areas of services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Placement Site resources or commit either to any particular action.

5.0 Term, Renewal, and Termination of the Agreement.

5.1 This Agreement is for a term of one (1) year beginning on _____,20__

5.2 This Agreement shall be renewed by mutual written consent of the parties, (executed before the end of the one-year term set forth in 5.1) for an unlimited number of renewal terms of ____ year(s) each.

5.3 This Agreement may be terminated upon providing at least__ days' written notice to the other party prior to the beginning of the next academic term. Notwithstanding any such termination, any student already enrolled and participating in the Program shall have the right to fully complete the course.

6.0 Student Participation in Placement Site Program.

- 6.1 It shall be Institution's responsibility to:
- 6.1.1 Send to Placement Site for experience only those students who have met all Institution requirements and qualifications and who agree to follow Placement Site rules and regulations;
 - 6.1.2 Submit to Placement Site, ____ weeks before the Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ____ weeks after Institution's add/drop registration period ends;
 - 6.1.3 Notify students of their assignments with Placement Site;
 - 6.1.4 Provide Placement Site, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the students in the Program;
 - 6.1.5 Define the mechanisms for students reporting on- and off-duty;
 - 6.1.6 Define and help enforce student dress codes that meet the approval of Placement Site;
 - 6.1.7 Ensure that students attend a Placement Site orientation session during the first month of experience at Placement Site;
 - 6.1.8 Provide Placement Site with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Program:
 - 6.1.8.1 (e.g., CPR, immunizations, specified courses.)
- 6.2 It shall be Placement Site's responsibility to:
- 6.2.1 Advise Institution of the number of students who can be accommodated at Placement Site;
 - 6.2.2 Provide orientation sessions so all students can become acquainted with Placement Site facilities, policies, procedures, Placement Site faculty and staff, and the needs of individuals and/or groups with whom the students will be working;
 - 6.2.3 Provide written evaluations to students ____ weeks into the academic term and ____ weeks after the conclusion of the academic term;
 - 6.2.4 Provide emergency treatment in the event of accident or illness to students while in Placement Site for the program, such care to be provided at the students' expense.
- 6.3 Institution and Placement Site agree that:
- 6.3.1 Any student who does not meet the health criteria established by Placement Site cannot be assigned to Placement Site. Placement Site has the right, at any time, to request health status reports on students;
 - 6.3.2 Institution will not be responsible for the ultimate performance of students at Placement Site.

6.4 Student participation in Program shall be for _____ academic term(s).

7.0 Facilities.

7.1 Placement Site agrees to provide:

7.1.1 Adequate facilities for the Program;

7.1.2 Space for reference materials for students;

7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc.;

7.1.4 Whenever necessary, available conference rooms, dressing rooms, and locker space for students and Institution faculty involved in the Program.

8.0 Standards of Conduct Discipline.

8.1 Institution and Placement Site agree that all students and faculty assigned to Placement Site must adhere to all the rules, regulations, and standards applicable to Institution and Placement Site, including rules of ethical and professional conduct as set forth in Institution's Student Handbook, the written policies, procedures, standards of care, and protocols of Placement Site, and _____

8.2 Placement Site has the right to require Institution to withdraw a Program student in circumstances where:

8.2.1 Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,

8.2.2 Student's behavior fails to conform with the applicable regulations of Placement Site; and,

8.2.3 Placement Site provides the student with notice of the problem and an opportunity for the student individually to be heard before a final decision is made.

8.3 Placement Site, in any event, reserves the right to exclude from its premises any student whose conduct or state of health is deemed detrimental to the proper administration of Placement Site, provided Placement Site consults with and advises Institution's liaison prior to such exclusion.

9.0 Authority for Placement Site Operations.

Placement Site retains final responsibility for all aspects of Placement Site operations.

10.0 Student Records.

10.1 Institution shall provide and maintain the following records and reports required by Placement Site for conducting the Program: _____.

10.2 Placement Site agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Program:

_____.

10.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide Placement Site with guidance with respect to compliance with FERPA.

11.0 Insurance Requirements.

11.1 Placement Site shall, at Placement Site's sole expense, procure, maintain, and keep in force for the duration of the Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect on or prior to the commencement of work by Placement Site and shall continue in force as appropriate until the latter of:

11.1.1 Final acceptance by Institution of the completion of this Agreement; or

11.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

11.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required from Placement Site. Placement Site insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Placement Site shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Placement Site has knowledge of any such failure, Placement Site shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

11.3 Placement Site shall provide proof of Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

11.4 Commercial General Liability Insurance

11.4.1 Minimum limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products and Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

11.4.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 2001 form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

11.4.3 A separate General Aggregate limit shall apply to this project.

11.5 Business Automobile Liability Insurance

11.5.1 Minimum limit required: \$1,000,000 combined single limit per Occurrence for bodily injury and property damage.

11.5.2 Coverage shall include owned, non-owned, and hired vehicles.

11.5.3 Coverage shall be written on ISO form CG 00 01 10 01 or a substitute providing equal or broader liability coverage.

11.6 Umbrella or Excess Liability Insurance

11.6.1 May be used to achieve the above minimum liability limits.

11.6.2 Shall be endorsed to state it is "As Broad as Primary Policies."

11.7 General Requirements

11.7.1 Deductibles and Self-insured Retentions: Insurance maintained by Placement Site shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Placement Site from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the NSHE Risk Manager.

11.7.2 Approved Insurer: Each insurance policy shall be;

i) Issued by insurance companies authorized to do business in the State of Nevada; or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

ii) Currently rated by A.M. Best as "A- IX" or better.

11.8 Evidence of Insurance

Prior to the start of any work, Placement Site must provide the following documents to Institution;

11.8.1 Certificate of Insurance; The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Institution to evidence the insurance policies and coverages required of Placement Site.

11.8.2 Policy Cancellation Endorsement; Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to Institution, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

12.0 Access.

Placement Site agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from contractor as may be required to defend Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

13.0 Withholding.

With respect to employee compensation for services provided in connection with this

Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

14.0 Non-Discrimination.

The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

15.0 Indemnification.

15.1 Placement Site shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Placement Site or any of its officers, employees, or agents which may occur during or which arise out of the performance of this Agreement.

15.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Placement Site, its officers, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to \$75,000.00 per cause of action.

16.0 Relationship of the Parties.

Placement Site is performing the services and duties required under this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer with Institution.

17.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

18.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and Placement Site hereby expressly consents to the jurisdiction of said court.

19.0 Assignment.

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

20.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows;

To Institution;

Truckee Meadows Community College
Finance and Administrative Services
7000 Dandini Blvd., Sierra 202-L
Reno, Nevada 89512

Copy To:

Truckee Meadows Community College
[name of department and address]

To Placement Site:

[address]

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

21.0 Counterpart Originals.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.

22.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

23.0 Intellectual Property.

Should any intellectual property be generated out of this Program or related research activities (such as patents, copyrights, and trade secrets), Placement Site agrees that the ownership and control of such property shall be controlled by Institution policies which are appended hereto as Attachment ____ and incorporated into this Agreement.

24.0 Entire Agreement Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the authorized representative(s) of Placement Site and of

Institution execute this Agreement on this _____ day of _____ 20
Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College
By: _____

PLACEMENT SITE:
(Full Legal Name of Placement Site)

By: _____

(Signature)
Dr. Maria Sheehan
President

(Signature)
Name
Title