

Contract Number **Enter Contract Number**

*For use by Community Colleges: This Boilerplate Agreement has been approved by the Office of the Attorney General for **no-cost** Student Educational Training Affiliation Agreements.*

*To use this Boilerplate: Fill in all highlighted sections. Follow the instructions in red to delete inapplicable language, and then delete all instructions in red and remove all highlights. **NOTE:** This Boilerplate may not be used if there is an associated cost.*

**STUDENT EDUCATIONAL
TRAINING AFFILIATION AGREEMENT**

BY AND BETWEEN

INSTITUTION NAME

AND

FACILITY NAME

TERM

From: ENTER START DATE To: ENTER END DATE

This Affiliation Agreement (the "Agreement") is made by and between **Institution Name** (hereinafter the "Institution"), a constituent unit of the State of Connecticut System of Higher Education, to be assigned to Connecticut State Community College as its assignee and successor and **Facility Name** (hereinafter the "Facility" or "Contractor").

WHEREAS, the Institution offers **Enter only one: a program or programs** in **ENTER THE NAME OF THE PROGRAM OR MULTIPLE PROGRAMS** (hereinafter the "Program" or collectively "Programs"); and

WHEREAS, the Institution desires to provide experience and instruction to its students; and

WHEREAS, the Facility, in the interest of furthering the educational objectives of the Institution, is willing to make its Facility available to the Students for such experience and instruction; and

WHEREAS, the Facility's operations include a facility or facilities suited to the needs of the Institution; and

WHEREAS, the Institution is authorized to enter this Agreement under provisions of Sections 10a-6, 4a-52a and 10a-151b of the General Statutes of the State of Connecticut.

WHEREAS, at the time of entering into this Agreement, the Institution is a constituent unit of the Regional Community-Technical College System ("System"). It is anticipated that the twelve (12) constituent units within the System will merge into a single multi-campus constituent unit, to be known as Connecticut State Community College (hereinafter "CT State"), on the

effective date as determined by the Board of Regents for Higher Education when it finalizes the merger of the twelve (12) regional-technical community colleges (“Effective Date of the Merger”).

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

1. EDUCATIONAL TRAINING PLAN, PHILOSOPHY AND IMPLEMENTATION

1.1 Philosophy and Objectives of the Program. The objectives of the Program(s) are to: 1) prepare Students for future employment and/or careers through job exposure and work experiences; 2) increase independent skills; and 3) increase knowledge of and access to community resources.

1.2 Education Training Program Plan/Implementation.

(a) The Institution shall be responsible for the planning, implementation and execution of its Students’ educational training experience.

(b) The Institution shall submit to the Facility, at least thirty (30) days prior to commencement of the Program(s), a description of the types of training experiences needed by the Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Program(s), and the names, professional credentials, and evidence of current licensure (if applicable) of the Institution’s faculty personnel (hereinafter the “Faculty”) who will supervise Students enrolled in Programs that require Faculty supervision on the premises of the Facility.

(c) The Institution shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding the Program(s).

2. TERM, AMENDMENT AND TERMINATION OF AGREEMENT. The term of this Agreement shall be effective only as of the date of signature by the Institution’s authorized official, and if applicable the date of approval by the Connecticut Attorney General or the date first written above, whichever is later, and shall remain in effect until the term end date written above. Prior to the end of this term, the parties may renew the Agreement by an amendment to this Agreement executed by both parties and if applicable, approved by the Connecticut Attorney General. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the Institution may terminate this Agreement at any time without cause by giving one hundred and twenty (120) days written notice to the other party. If either party moves to terminate this Agreement prior to its expiration, termination shall not become effective until the Students in their fieldwork placement have completed their scheduled clinical experience, or the Facility and the Institution agree otherwise, in writing. The Institution maintains the right to withdraw student(s) from the Facility in accordance with Section 4.7 below.

3. FACILITY RESPONSIBILITIES

3.1 Experience. The Facility will accept Students for educational training experience.

- (a) The Facility shall provide the opportunity for Students to perform educational training under the supervision of an employee of the Facility or Faculty in accordance with the terms of this Agreement.
- (b) When agreed upon by both parties, students may receive educational training and practical experience under the supervision of an employee of the Facility.
- 3.2 Equipment and Use of Facilities. The Facility shall provide equipment and supplies necessary for the administration of care by Students; space for conferences connected with Students' instruction; phone access; and, if available, secured locker room or equivalent space for use by Students and Faculty at no cost. Students and Faculty may use the Facility cafeteria during the training experience, if available. The cost of cafeteria purchases shall be the responsibility of the person making the purchase.
- 3.3 Orientation for Faculty and Students. The Facility shall provide Faculty and Students with relevant Facility information, including policies, procedures, and rules for which Faculty and Students must comply.
- 3.4 Professional Standards. In rendering services under this Agreement, the Facility shall conform to high professional standards of work and business ethic. The Facility warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Facility agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
- 3.5 Emergency Medical Care. The Facility will provide emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility or arrange transport to an acute care facility, as applicable. The Institution shall advise its Students and Faculty that the cost of such care shall be the responsibility of the individual receiving it.
- 3.6 Student Education Records. The Facility acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

4. INSTITUTION RESPONSIBILITIES

- 4.1 Planning. The Institution shall be responsible for the planning and execution of its Students' educational training experience.
- 4.2 The Institution shall submit to the Facility, at least thirty (30) days prior to the commencement of the Program, a description of the types of training experiences needed by its Students, in accordance with Section 1.2(b) above.

- 4.3 Insurance. During the term of this Agreement, the Institution shall maintain professional liability insurance covering each Student for his or her acts or omissions while participating in any curriculum activity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating State professional liability coverage.
- 4.4 Compliance with Facility Rules. The Institution will advise Students and Faculty that they are required to comply with all rules and regulations of the Facility and instructions of Facility personnel. Upon the Facility's request, Students may be required to wear and visibly display identification badges issued by the Facility or Institution and a name tag acceptable to the Facility.
- 4.5 Confidential Information. The Institution will advise its Students, Faculty, and Institution personnel that they must not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or State law, including the Connecticut Freedom of Information Act (FOIA). The Institution shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality.
- 4.6 Background Checks. The Institution shall advise its Students that they may be required to provide the Facility with evidence that they have completed a criminal background check, meeting the Facility's requirements (which shall be provided to students and the Institution, and may include a criminal history, national sex offender registry check, and FACIS Level III sanction check). The Facility may refuse to accept for participation in the Program any Student for whom satisfactory evidence has not been provided.
- 4.7 Withdrawal of Students from the Facility. The Institution shall withdraw any Student from the Facility due to health, performance, or other reasonable reasons if such Student's continued participation in the Program is detrimental to the Institution, Student and/or Facility. The Institution may immediately withdraw student(s) from the Facility when the Institution determines that student(s) are at risk. The Institution agrees to withdraw any Student from the Facility immediately upon the request of the Facility provided the Facility furnishes information to the Institution that the Student's continued participation in the Program is detrimental to Institution, Student and/or Facility.
- 4.8 Immunizations and Physical. ***Only include one option – either the language that the Institution will advise Students and Faculty that they will be required to provide documentation of Immunizations and Physicals OR the Institution represents to the Facility that Students and Faculty have provided documentation of Immunizations and Physicals. Remove the inapplicable language and all instructions in red before sending to the Facility.*** The Institution shall advise Students and Faculty that they will be required to provide the Facility with evidence that they meet the Facility's requirements for immunization and physical examination, as applicable. The Facility may refuse to accept for assignment any student or faculty member for whom satisfactory evidence of health status and immunization history has not been provided. ***OR*** The Institution represents to the Facility that it has been provided documentation by each Student and Faculty participating in the Program that s/he meets the Facility's requirements for immunization and physical examination. The Institution understands that the Facility may refuse to accept for participation in the Program any Student or Faculty

who have not met the Facility's requirements for Immunization and/or physical examination.

5. SHARED RESPONSIBILITIES

- 5.1 Instruction and Supervision. *Only include one option – either the language that the Facility will be responsible for supervision and instruction of Students **OR** the Institution will provide Faculty for teaching and supervising Students. Remove the inapplicable language and all instructions in red before sending to the Facility.* The Facility shall be responsible for the supervision and instruction of Students and shall at all times retain authority and responsibility for the delivery of care. When applicable, a ratio of at least **Enter Instructor Ratio** for every **Enter Student Ratio** students shall be maintained. **OR** The Institution shall provide Faculty for teaching and supervising Students assigned to the Facility for educational experience. Said Faculty shall be present in the Facility to provide supervision at any time Students are participating in educational experience at the Facility. When applicable, a ratio of at least **Enter Instructor Ratio** for every **Enter Student Ratio** students shall be maintained.
- 5.2 Required In-Services. *Only include one option – either the language that the Facility will provide mandatory in-services **OR** the Institution will provide mandatory in-services. Remove the inapplicable language and all instructions in red before sending to the Facility.* The Facility will provide mandatory in-services to Students and Faculty in advance of the first experience. Mandatory in-services may include, but are not limited to, general safety, infection control, OSHA blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment. **OR** The Institution will provide mandatory in-services to Students and Faculty in advance of the first experience. Mandatory in-services may include, but are not limited to, general safety, infection control, OSHA blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment.
- 5.3 Program Evaluation. Facility personnel will consult at least **Enter Number of Times** time(s) each year with the Institution for the purpose of evaluating the Program at the Facility, in an effort to continually provide an appropriate learning environment for the Students.
- 5.4 Students and Faculty Not Employees or Agents. Both the Facility and the Institution acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility. Students shall not receive compensation of any kind from the Facility.
- 5.5 Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual and prudent for a comparable organization to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request.

6. COST AND SCHEDULE OF PAYMENTS

- 6.1 **No Payment** - Neither party to this Agreement shall provide compensation of any kind to the other party.

7. GENERAL PROVISIONS. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Facility.

7.1 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Institution or Facility at the address set forth, below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Institution: Institution Name
 Institution Address
 Institution Address
 Attn: Institution Contact

If to the Facility: Facility Name
 Facility Address
 Facility Address
 Attn: Facility Contact

7.2 Prohibition against Assignment. Except as provided in this Section, this Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Notwithstanding the foregoing, this Agreement may be assigned without the prior written consent of the other party to CT State on the Effective Date of the Merger as determined by the Board of Regents when it finalizes the merger of the twelve (12) regional-technical community colleges into a single multi-campus constituent unit. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

7.3 Accommodations for Persons with Disabilities. In the event that a Student, Faculty, or other Institution personnel requests accommodations for a disability beyond those accommodations that are currently available at the Facility, and provided that the Institution determines that such accommodations should be provided, the Institution shall be responsible for making any reasonable arrangements necessary to effectuate reasonable additional accommodations.

7.4 Worker's Compensation. The Institution and Facility agree that the Facility is not responsible for any Workers Compensation or disability claim filed by a Student or Faculty.

8. REQUIRED PROVISIONS – STATE OF CONNECTICUT. References in this section 8 to "contract" shall mean this Agreement and references to "Contractor" shall mean the Facility.

NOTE: Do not make changes to any of the provisions in this Section 8.

8.1 Claims Against the State. The Facility agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Facility further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

- 8.2 Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify the State for any claims arising solely out of the negligent acts or omissions of the Students.
- 8.3 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 8.4 Nondiscrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 8.5 Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

- 8.6 Power to Execute. The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with the terms.
- 8.7 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 8.8 Entire Agreement. This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the Institution. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

FACILITY

INSTITUTION

Facility Name

Institution Name

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

Date:

Date:
