

**THE UNIVERSITY OF SCRANTON
AFFILIATION SITE AGREEMENT**

THIS AGREEMENT, effective the 8th day of June 2016, is by and between The University of Scranton, a Pennsylvania non-profit corporation having its principal place of business at 800 Linden Street, Scranton, PA (" University ") and Luzerne County Community College ("Facility"), with principal offices located 1333 S. Prospect Street, Nanticoke, PA 18634.

WITNESSETH:

WHEREAS, the University is a fully accredited University that offers curricula leading to a baccalaureate and graduate degrees in various professional disciplines; and

WHEREAS, field experience is a required and/or an integral part of the above-mentioned disciplines; and

WHEREAS, the University, through the Panuska College of Professional Studies, desires to provide students with an enhanced educational experience by using the appropriate facilities and personnel offered by the Facility for the implementation of the field experience phase of the curriculum for its students; and

WHEREAS, the Facility desires to collaborate with the University to establish the educational objectives for the field experience, devise methods for their implementation and evaluate the effectiveness of each, and is willing to make its employees and premises available for such purposes.

NOW THEREFORE, in consideration of the mutual promises contained herein, the University and Facility, intending to be legally bound, agree as follows:

A. PURPOSE

The purpose of the Affiliation Site Agreement is to define the rules and responsibilities of the University and the Facility in the planning and implementation of the field experience. Both parties agree to cooperate in the implementation of the provisions described herein in order to attain a maximally effective experience that is beneficial to both parties. It is understood that the Facility shall retain authority and responsibility for all individuals under its care.

B. JOINT RESPONSIBILITIES

1. Neither party shall discriminate against any student on the basis of race, religion, color, sex, age, national origin, non-job related disability, sexual orientation or veteran status.

2. The University will be responsible for determining the schedule of student assignments. Such schedule and assignments shall be subject to the approval of the designated field experience education coordinator at the Facility. The University and Facility will mutually agree upon the number of students who will participate in each rotation.
3. Withdrawal of a student from an assignment may be requested by the Facility or the University. The party requesting such withdrawal shall notify the other in writing of the request and the reason(s) for the request. The student may return to the Facility only when and if the situation is resolved to the mutual satisfaction of the University and the Facility.
4. Each party will provide the other with relevant rules, regulations and procedures, including updates, which will be applicable to the field experience.
5. The University and the Facility will cooperate in the establishment of the field experience education objectives for the affiliation, the methods for their implementation and the evaluation of their effectiveness. The University and the Facility will maintain ongoing communication to coordinate the planning and assessment of this program.
6. Neither party will consider the student an employee or agent of the Facility, but rather a student in the field experience phase of his/her professional education at the University.
7. Both parties agree to comply with the provisions of the Family Education Rights and Privacy Act, 20 USC §1232 et seq. ("FERPA"). Any and all information provided by University and defined as an "education record" according to FERPA, or such information defined as "directory information" about which a student has elected to opt out of disclosure, is subject to FERPA's restrictions on use and re-disclosure by Facility and those acting on its behalf, as further set forth at 34 CFR 99 et seq.
8. Both parties agree that the clinical experience is an extension of the academic experience of the student(s) and that the work anticipated by this field experience constitutes a practical application of the material taught in the classroom.
9. The parties agree that the field experience is designed to benefit the student principally.
10. The parties agree that the student has not been guaranteed employment at the termination of the clinical experience by the facility. This is not to preclude the hiring of the student, but it is understood that this is not the expectation or quid pro quo of the field experience.

11. Both parties agree that the student is not entitled to wages.

C. **RESPONSIBILITIES OF THE UNIVERSITY**

1. The University shall be responsible for decisions regarding administration of the overall educational program, including student dismissal, curriculum philosophy, evaluation, admissions, graduation, faculty appointments, and compliance with educational standards established by the University and accrediting bodies.
2. The University will assign to the Facility only those students who have satisfactorily completed the required course of study and any prerequisites for the field experience at Facility, and who meet the Facility's standards of health and ability.
3. The University agrees to review the student's log of activities and time spent at the Facility.
4. The University agrees to establish and maintain regular and ongoing communication with the Facility's designated representative on any issues pertinent to the clinical experience.
5. The University will identify the Coordinator to act as a liaison between the University and Facility. The Coordinator will provide the Facility with all necessary information prior to and during the field experience and will plan appropriate visits, and consultation conferences, onsite if practicable, or via telecommunication. In addition, the Coordinator will be available to discuss any problems or answer any questions that may arise at the Facility.
6. The University will advise assigned students and faculty of their responsibilities under this Agreement and for compliance with all pertinent rules, policies, procedures and regulations of the Facility, including any applicable accreditation standards, required dress, hours of attendance and required departmental programs (including after-hours programs), as designated by Facility.
7. The University agrees to adhere to applicable standards set by regulatory agencies and as articulated by the Facility to the University. The University shall reasonably cooperate with Facility on any requests from regulatory agencies for additional information.
8. The University shall assign to the program those students, faculty and staff who are covered by the University's professional liability insurance

policy. The University agrees to furnish the Facility with evidence of such insurance upon Facility's request.

9. The University agrees to indemnify and hold harmless Facility, its agents and employees from and against claims, demands, actions settlements, or judgments, including attorneys' fees and litigation expenses, based upon or arising out of activities related to this Agreement to the extent that such claims, demands, actions, settlements or judgments are caused by the sole negligence, actions or omissions of the University, its agents, employees, or students.
10. The University will ensure that students and faculty are informed of their responsibilities to respect the confidentiality of Facility records.
11. If required, the University shall require students to maintain adequate health insurance throughout the clinical experience, proof of which shall be furnished to the Facility upon request.
12. The University shall require all students to remain current on all clearances as are required by Facility's policies and guidelines. University shall supply documentation of all clearances upon Facility's request.
13. The University acknowledges that the Facility, if a health care facility, has sole authority over clinical care and full discretion to remove immediately any student who Facility deems is not performing appropriately, is not fully complying with a rule, policy, procedure or practice of the Facility, or in anyway could jeopardize the delivery of health care services.

D. RESPONSIBILITIES OF THE FACILITY

1. The Facility will designate a supervisor to implement and plan the field experience and to interact with the University as mutually agreed.
2. The Facility will assist any student requiring emergency medical care in the case of injury or illness while on duty at the Facility. The cost for such treatment shall be borne by the student or his/her medical insurance, if applicable.
3. The Facility will allow access to a cafeteria and library to the extent Facility has such services and it is permitted by Facility's policies. Additionally, Facility will provide reasonable study and storage space, if practicable.
4. The Facility will provide the student with a copy of the Facility rules and pertinent regulations with which the student is expected to comply, and advise the University of any changes to those policies of the Facility which may affect the field experience.

5. The Facility will advise the University Coordinator at least mid-term when a student's placement changes or of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The Facility will immediately notify the University in writing of any situation, problem, or deficit that may affect a student's successful completion of the field experience.
6. The Facility will assist in evaluation of each assigned student's performance in the field experience, utilizing forms supplied by the University.
7. The Facility agrees and acknowledges that it has the right, exercised with the consent of the University, to terminate any field experience where the University student's health or performance is detrimental to the stated objectives of the field experience.
8. The Facility shall maintain appropriate comprehensive general liability and professional liability insurance. The Facility agrees to furnish the University with evidence of such insurance upon University's request.
9. The Facility agrees to indemnify and hold harmless the University, its agents and employees from and against any and all claims, demands, actions, settlements, or judgments, including attorneys' fees and litigation expenses, based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligent acts or omissions of the Facility, its agents or employees.
10. The Facility shall maintain the confidentiality of all student records produced by it or furnished to it by the University, and will not disclose such records except to the University, the student or as required by law and in accordance with the requirements of FERPA set forth in Paragraph B 7, above.
11. The Facility will provide students with the opportunity for learning experiences, such as collaboration meetings, staff meetings, in-services, special lectures and similar activities as available and at the discretion of Facility's field experience supervisor.
12. The Facility represents and warrants that the student is not displacing a regular employee at the site.
13. The work of the student at the site is a collaboration and it is recognized that the student will require supervision to a degree that the student is not producing work product for the Facility that the Facility would otherwise obtain from a regular employee.

14. The Facility will advise the University in a timely fashion of any changes in its personnel, operation or policies which may impact upon the clinical experience.

E. GENERAL TERMS OF AGREEMENT

1. The term of this Agreement shall commence on the effective date and shall expire three (3) years after the effective date.
2. Both parties agree that placements for field experience are usually one semester in length and placements are made at the discretion of the University.
3. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party; provided, that any such “without cause” termination shall not be effective with respect to students participating in the field experience on the date of such notice of termination until such time as such field experience is completed in accordance with its original terms. The Agreement may also be terminated at any time by mutual consent.
4. This Agreement represents the full and complete understanding of the parties. It may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the designated representative of the University and Facility. Such amendments are to be attached as addenda to the Agreement and will have the same force as the Agreement itself.
5. Any notice to be provided under this Agreement shall be sent by registered, return receipt mail to the following names and addresses:

For the University: The University of Scranton
800 Linden Street
Scranton, PA 18510
Attn. David Angeloni
(570) 941 5518

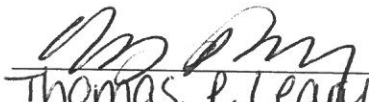
For the Facility: Mr. Thomas P. Leary, President
Luzerne County Community College
1333 South Prospect Street
Nanticoke, PA 18634

With a copy to: Debra A. Pellegrino, Ed. D., Dean
The University of Scranton
800 Linden Street
Scranton, PA 18510

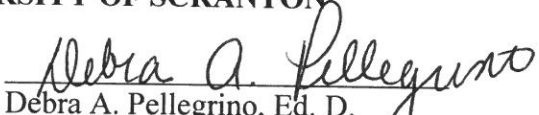
6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles, with jurisdiction in the Court of Common Pleas of Lackawanna County, Scranton, PA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

FACILITY:

By: 
Name: Thomas P. Leagy
Title: President
Date: 7-19-14

THE UNIVERSITY OF SCRANTON

By: 
Name: Debra A. Pellegrino, Ed. D.
Title: Dean, Panuska College of Professional Studies
Date: 6-9-16

