

AFFILIATION AGREEMENT Devereux Kanner Center

This agreement, made this first day of December 2000 by and between Devereux Kanner Center ("Agency") and Immaculata University ("University").

WHEREAS, this Field Work Experience is a required and integral component of the curriculum, and College desires the cooperation of AGENCY in the development and implementation of this requirement; and

WHEREAS, Agency wishes to join College in development and implementation of Field Work Experience for said students, and to receive the benefits of the collegiate affiliation as well as to enjoy the services of such students;

NOW, THEREFORE, in consideration of the following, and with the intent to be legally bound hereby, Agency and College **REPRESENT AND AGREE:**

1. that it is in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, gender, color, age, physical or mental disability, national origin, veteran status, marital status, sexual orientation, citizenship or any other category protected by law in employment or in any of its programs and/or activities.
2. to mutually determine the number of students and date(s) of assignment(s).
3. to continually evaluate the effectiveness of the Field Work Experience.
4. to inform one another of changes reasonably relevant to the purpose of this Agreement (including without limitation, changes in academic curriculum or academic status of a student, availability of learning opportunities or staff changes affecting either academic preparation or program implementation and supervision or students):

5. to implement coordinated planning and evaluation of this program through regular communication between Agency and faculty members of the College.
6. to reserve the right to terminate any students from the field experience. The decision to terminate will be a mutual agreement between the College and the Agency.
7. meet once per semester with the designated Agency and College representatives.
8. That Agency shall:
 - a. designate the staff member who will be responsible for the planning, implementation and supervision of the Field Work Experience for each student assigned;
 - b. arrange for rolling interviews to be held with students for placement to begin in September, January or May;
 - c. prepare and make available a written description of the Field Work Experience being offered;
 - d. provide the physical facilities and equipment necessary to conduct the Field Work Experience;
 - e. advise college in a timely fashion of any change in its personnel, operation, or policies which may affect the Field Work Experience.
 - f. treat each student assigned to the Field Work Experience as any and all other employees of the Agency and hold them accountable and responsible to all work rules, policies and procedures;
 - g. notify College of any situation or problem which may threaten a student's successful completion of the assignment;

9. That College shall:
- a. assign only those students who have satisfactorily enrolled in required course of study to prepare them for field placement.
 - b. assign only those students (graduate or undergraduate) who are enrolled in a related field of study including but not limited to psychology, special education, social work or criminal justice.
 - c. provide a Coordinator or Faculty Liaison between the College and Agency who will provide Agency with appropriate information prior to and in connection with each student assignment;
 - d. establish and maintain on-going communication with the Field Work Supervisor on items pertinent to the educational discipline, such as curriculum development, relevant course outlines, College policies and faculty changes;
 - e. indemnify and hold harmless Agency, including, without limitation, its respective agents, directors, officers, employees, invitees, or guests, and any of Agency's other contractors, from and against all claims, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to injury to or death of any person or damage to real or personal property whether the above result from or arise in connection with (i) any breach by College or its Students of any provision hereof, or (ii) any negligent act or omission by College or its Students including, without limitation, College agents, directors, officers, employees, invitees, or guests, or any other parties contracted for the matters herein considered. The obligation of this paragraph shall survive termination of the Agreement.

The term of this Agreement shall be for a one year period from the Effective Date above and thereafter from year to year unless terminated in accordance with paragraphs below.

This Agreement may be terminated by either party giving written notice to the other party at least 90 days prior to the effective date of such termination.

This Agreement may be terminated by either party at any time if the other party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other party.

Notices, requests and other communications require pursuant to the Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g. Federal Express) to each party.

This Agreement may be revised or modified by a written amendment signed by authorized representatives of both parties.

This Agreement and its Exhibit(s) represent the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the parties.

This Agreement and any Exhibit(s) shall be binding on the parties and their respective successors and assigns. Neither party shall assign its duties and obligation under this Agreement without the prior written consent of the other party.

This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement.

This Agreement shall be construed in accordance with the laws of the State in which the Agency facility is located

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

Susan B. Smith, Executive Director

Name: Sister M. Carroll Isselmann, IBM
Title: Vice President for Academic Affairs

Date:

Date: