

## ACADEMIC AFFILIATION AGREEMENT

BETWEEN

**NHTI – CONCORD’S COMMUNITY COLLEGE**

AND

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This affiliation agreement by and between NHTI – Concord’s Community College, a component college of the Community College System of New Hampshire (NHTI) located in Concord, New Hampshire, and \_\_\_\_\_, a nonprofit child care provider (Child Care Provider) with a child care location at 21 College Drive, Concord, New Hampshire, to cooperate in the planning, implementation, and evaluation of a program of lab education component for students who are enrolled in the Child and Family Studies Department (the Program) at NHTI.

The terms of this affiliation agreement shall be as follows:

1. **Term/Termination.** This affiliation agreement will become effective on the date of the last signature below and remain in full force for the period of one year from that date. This affiliation agreement will automatically renew each year for another term unless written notice of termination is given at least six months in advance of the end of the annual term or any subsequent renewal term, and the parties acknowledge that such termination with notice is without cost or liability and may be made with or without cause.
2. **Child Care Provider Obligations.** The Child Care Provider agrees to provide the Program and its students opportunities to fulfill their academic requirements including, in particular, appropriate and necessary access to the childcare setting and learning activities for the education of NHTI students. To support the Child Care Provider in meeting this requirement, NHTI shall provide the Child Care Provider with a detailed description of the educational experiences the Program anticipates its students will have while at the Child Care Provider facility (Facility), including specific objectives and instructional methods.

The Child Care Provider agrees not to discriminate against any student on the basis of race, color, religion, national origin, age, sex, disability, gender identity and expression, genetic information, veteran status, sexual orientation, or marital status. The Child Care Provider agrees to accept any appropriate student assigned by the Program and to make, at NHTI’s sole expense, reasonable accommodation to meet the needs of students with disabilities.

3. **NHTI/Program Obligations.** NHTI agrees to accept the following responsibilities and terms:
- a. **Program Implementation.** NHTI shall assume and maintain full responsibility for the planning and implementation of the Program including faculty appointments, curriculum content, scheduling of assignments, and student evaluation. Student assignments will be determined in consultation with the appropriate director, manager, supervisor or designee. NHTI acknowledges and agrees that the students must follow the instructions of a Child Care Provider supervisor, who will provide immediate supervision of the students, be responsible for overseeing all decisions and actions taken by the students, and directing communications with the children with whom the Program students interact while at the Facility.
  - b. **Student Competency and Role.** NHTI will assign students to the Facility who are enrolled in good standing in the Program, and who have demonstrated sufficient knowledge and competence in the Program area. Under no circumstances will the students while participating in educational experiences under this agreement be deemed employees or agents of the Child Care Provider, nor shall the students replace staff or otherwise render child care, except the extent that they are directed by the Facility staff and are under the supervision of such staff. Students will not receive remuneration under this affiliation agreement, and are not entitled to any workers' compensation benefits from the Child Care Provider for any accident, illness or injury arising out of the educational experience.
  - c. **Student Documents.** For each student assigned to the Facility, NHTI shall provide to the Child Care Provider, which shall be maintained by the Child Care Provider in a secure location:
    - i. Child Care Personnel Health Form
    - ii. Criminal Record/Fingerprinting Information indicating non-disqualifying status
    - iii. Household and Personnel List
    - iv. Agreement to Maintain Confidentiality and Professionalism at the Facility
    - v. NHTI Health, Character, Technical Standards Statement
    - vi. Signed Photo/Video Releases from families in child's classroom
    - vii. Lab hours attendance record sheet
  - d. **State Department of Labor Approval.** Prior to the start of a student's educational experience, NHTI will submit for approval all programs to the New Hampshire Department of Labor and will provide documentation of NH DOL approval to the Child Care Provider.
  - e. **Orientation Required.** Each student and onsite Program supervisor will be scheduled by the Child Care Provider to complete an orientation on or before their first day. Attendance at and/or completion of the orientation is required. Items to be discussed during this orientation include but are not limited to the

Child Care Provider's policies and expectations with respect to student behavior while at the Facility. Each student shall review and sign the attached Agreement to Maintain Confidentiality and Professionalism at the Site.

- f. **Expected Performance and Behavior.** Should there be any concerns about a student's performance or behavior, the appropriate Child Care Provider director, manager, supervisor or designee will report any such concerns to the student and the onsite Program supervisor or other appropriate Program official. NHTI shall work with the student to promptly resolve any such concerns to the Child Care Provider's satisfaction. The Child Care Provider reserves the right to restrict such student's access to the Facility until reported performance or behavioral concerns are addressed and the Child Care Provider is satisfied that the student can meet expected performance and behavioral standards. The Child Care Provider reserves the right to suspend or terminate a student's access to the Facility for safety, health, unsatisfactory performance or other reasonable cause. In such an event, NHTI shall be responsible for notifying the student and effecting the termination or suspension.
  - g. **Onsite Program Supervisor.** NHTI may designate an onsite program supervisor to observe and/or evaluate the student at agreed-upon intervals. The parties agree that any such onsite program supervisor shall not be deemed an employee or agent of the Child Care Provider. Onsite program supervisors shall make appointments or prior arrangements with the appropriate Child Care Provider director, manager, supervisor or designee before visiting the Facility so as not to disrupt childcare operations.
4. **Agreement to Abide by Policies.** NHTI shall require that its faculty, onsite program supervisors, students and other agents and representatives participating in the educational activities at the Facility comply fully with applicable Child Care Provider policies including compliance with all federal and state laws and regulations and accreditation standards; policies related to confidentiality and health, safety and welfare.
5. **Professional Liability Insurance.** NHTI shall maintain and furnish evidence to the Child Care Provider that each of its students and employees participating in educational activities at the Facility is covered by professional liability insurance with minimum limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
6. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
7. **Modification.** This agreement may only be modified by written amendment and signed by duly authorized representatives of the parties.
8. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

FOR: NHTI – Concord’s Community College

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_