

NORTH CAROLINA

AFFILIATION AGREEMENT

CUMBERLAND COUNTY

THIS AFFILIATION AGREEMENT is made this 31st day of October, 2011 by and between **Howard Health and Life Sciences High School (HLSHS)**, an educational institution created and organized under the laws of the State of North Carolina and **Fayetteville Technical Community College. (FTCC)**

RECITALS:

1. Howard Health and Life Sciences High School is a health-themed high school "School of Choice".

2. HLSHS would like to give our students the opportunity to shadow current students at FTCC, who are studying health careers.

2. FTCC has agreed to make its facility available to HLSHS students under the terms and conditions set out in this agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties as stated in this agreement, the parties agree as follows:

1. TERM. The term of this agreement shall commence on the date that it is signed by the last party to sign the same and shall exist and continue for a period of one (1) year. The term shall be automatically extended for successive periods of one (1) year each unless either party shall give to the other party a written notice of at least sixty (60) days prior to the end of any current term of that party's intention not to renew.

2. OTHER TERMINATION. In addition to the right of termination provided in paragraph 1 above, either party may terminate this agreement without cause by giving the other party at least sixty (60) days' written notice of its intention to do so.

3. AFFILIATION. HLSHS and FTCC are affiliated for the purpose of providing Job Shadow opportunities in health programs, as listed in Recitals above. Each party shall be responsible for the organization, administration, operation, and financing of their part of the services to be provided under this agreement and required by the Program. Each shall also maintain standards established by the recognized and appropriate accreditation bodies applicable to each party.

4. INDEPENDENT CONTRACTOR. The parties acknowledge the independence and autonomy of each as independent contractors. Neither party's agents, employees, representatives, or students shall be considered as agents, employees, representatives, or students of the other party. This agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the parties.

5. CONFIDENTIALITY. HHLSSH agrees that information made available to its students under this agreement may be confidential, and HHLSSH agrees to advise its students, agents, faculty, representatives and employees of the necessity to observe such confidentiality. Any unauthorized disclosure of confidential information shall be a material breach of this agreement entitling HHLSSH or FTCC to not allow the student to continue the job shadow.

6. RESPONSIBILITIES OF FTCC. FTCC shall:

- a. Accept HHLSSH students for this job shadow opportunity without regard to race, color, national origin, religion, sex, age, disability or political affiliation.
- b. Make available the clinical areas pertinent for HHLSSH student learning experiences.
- c. Provide responsible supervision for HHLSSH students who are job shadowing.
- d. Provide space for HHLSSH to speak with current students and instructors regarding the program and to fill out necessary paperwork.
- e. Inform HHLSSH students and job shadow coordinator of pertinent FTCC personnel and administrative policies and procedures.
- f. Identify the number of HHLSSH students who can be accommodated that day.
- g. Report to HHLSSH and the job shadow coordinator any student found to be lacking maturity, respect and cooperation during the job shadow experience.
- h. Help HHLSSH students and instructors obtain medical assistance in emergency situations that may occur while HHLSSH students are at FTCC. Costs of any such care shall be the responsibility of the person receiving care. FTCC shall not be responsible for any costs incurred.
- i. Ensure that HHLSSH students and job shadow coordinator at HHLSSH are made aware of and are encouraged to follow all FTCC policies and procedures.

7. RESPONSIBILITIES OF HHLSHS . HHLSHS shall:

- a. Select and accept students for education without regard to race, color, national origin, religion, sex, age, disability or political affiliation.
- b. Allow students to job shadow at FTCC who have expressed interest in the program and are academically in good standing.
- c. Coordinate activities through the Chairperson of the department or her designee.
- d. Provide FTCC with:
 - (1) Advance notice of student assignments.
- e. Require the students provide insurance information at all times during any job shadow with FTCC.
- f. Maintain and enforce all policies of FTCC.
- g. Terminate when requested by FTCC, privileges afforded to any student who violates terms of this agreement or the policies and procedures of FTCC.

8. NON-DISCRIMINATION. There shall be no discrimination in any form, against students or employees on the grounds of race, color, national origin, religion, sex, age, disability or political affiliation.

9. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements, or written, and all other communications between the parties relating to such subject matter. This agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or earlier termination of this agreement. "This Agreement hereby supersedes all previous affiliation agreements between the Parties."

10. GOVERNING LAW. This agreement shall be governed and construed in accordance with the laws of the state of North Carolina.

11. ASSIGNMENT / BINDING EFFECT. Neither party shall assign this agreement nor transfer any of its rights, duties, or obligations under this agreement, in whole or in part, without the prior written consent of the other part. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

