



**GRADUATE SCHOOL OF APPLIED AND PROFESSIONAL PSYCHOLOGY
(GSAPP)
SCHOOL PSYCHOLOGY PRACTICUM/EXTERNSHIP AFFILIATION
AGREEMENT**

This agreement is made between Rutgers, the State University of New Jersey through its Graduate School of Applied and Professional Psychology, with an office location at 152 Frelinghuysen Road, Piscataway, NJ 08854, hereinafter “University” or “Partner” and **Newark Board of Education**, with its principal office at **765 Broad Street Newark, NJ 07102** hereinafter the “Agency” or “Board.”

RECITALS

- A. Agency is willing to provide a site for teaching and practical experience; and
- B. Agency has made a professional commitment to assist in the educational experience of psychology externs and it is willing to provide assistance to the University’s educational and training goals; and
- C. University is currently conducting School Psychology programs necessary for psychology externs to fulfill their education requirements and it desires a placement site to further their training and experience in the higher education environment.

TERMS

In consideration of the mutual promises and conditions contained in this agreement, University and Agency agree as follows:

1. Purpose of the Affiliation

University and Agency agree to affiliate and cooperate for their mutual benefit. The Agency will make available a facility for University externs to obtain appropriate, high quality training and experience (“School Psychology Program”) and Agency will provide the following:

- 1.1 Clinical supervision by a New Jersey or New York State licensed psychologist or New Jersey State certified school psychologist of the University’s psychology externs, which supervision will include familiarity with assessment, interventions, and school-based behavioral counseling
- 1.2 Agency will provide externs with a caseload sufficient to their training obligations and needs. Details of the caseload (e.g., number of clients, particulars of their presenting problems, etc.) will be worked out through mutual agreement between Agency, supervisors and the extern.

- 1.3 Agency will notify University Liaison of any significant changes in the training program including change of supervisor and the status of his or her license credentials, to ensure adequate supervision of trainee by a licensed psychologist.
 - 1.4 Agency will complete required documentation of practicum required by Graduate School of Applied and Professional Psychology (GSAPP), including: practicum contract, evaluations by supervisor each semester of placement (available online).
2. Responsibilities for the Academic Curriculum
It shall be the responsibility of University to:
 - 2.1 Establish and maintain curriculum standards and educational policies for the Program sufficient to meet applicable professional, licensing, and accreditation requirements of the University. When necessary, Agency shall assist University in implementing such standards and policies.
 - 2.2 Administer, organize and operate the overall clinical placement educational program;
 - 2.3 Upon request, University will provide Agency with copies of the program's didactic curriculum, a list of rotations which participating externs have completed prior to assignment to Agency, and the goals and competencies expected from externs upon completion of the School Program rotation.
 - 2.4 Provide Agency with a copy of any rules governing behavior and other academic requirements for externs enrolled in the School Program.
3. Program Coordination
 - 3.1 University and Agency agree to collaborate to establish and maintain a quality Program.
 - 3.2 University shall designate a faculty member to serve as liaison with Agency personnel. ("University Liaison").
University Liaison: Sheva Weiss, Psy.D.
 - 3.3 University and Agency agree to cooperate in planning the hours of practice and selecting the areas of School Psychology service.
 - 3.4 Neither party shall have the power to obligate the other's resources or to commit the other to any particular action.
4. Term, Renewal and Termination of the Agreement
 - 4.1 This agreement shall begin **1/1/2024** and shall remain in effect until **6/30/2025** renewing automatically for each annual period thereafter.
 - 4.2 This agreement may be terminated at any time, and without penalty, upon providing at least thirty (30) days' written notice to the other party. In addition, University externs can be immediately removed from the school and prohibited access to any school at the complete discretion of the Board, should any University extern violate Board policies, commit misconduct, demonstrate problematic behavior and/or be under investigation for same.
5. Participation in Placement Site School Psychology Program
 - 5.1 It shall be the responsibility of University to:

- 5.1.1 Send to Agency for School Psychology experience only those externs who have met all University requirements and qualifications and who agree to follow Agency rules and regulations;
- 5.1.2 Ensure that externs attend the Agency orientation sessions during the first two (2) weeks of clinical experience at Agency. and to ensure that externs complete the Agency's HIPAA Privacy and Security training.
- 5.1.3 Respond to any concerns raised by the agency regarding student placements.
- 5.2 It shall be the responsibility of Agency to:
 - 5.2.1 Advise University of the numbers of externs who can be accommodated at Agency's facility.
 - 5.2.2 Provide orientation sessions so externs can become acquainted with Agency facilities, policies, procedures, Agency staff, and the needs of individuals and/or groups with whom the externs will be working;
 - 5.2.3 Provide emergency treatment to externs in the event of accident or illness while at Agency, such care to be provided at the extern's expense.
 - 5.2.4 Advise externs of the documentation required to satisfy the prerequisites and training to enable their placement in the School Psychology Program;
 - 5.2.5 Confer with University Liaison on a regular basis about the performance of participating externs and, in particular, about any concerns which, if not addressed, could lead to adverse action against the extern and;
 - 5.2.6 Provide detailed written evaluation of externs' performance on such forms and in accordance with such procedure as University may reasonably require.

6. Standard of Conduct

- 6.1 University and Agency agree that all externs assigned to Agency will adhere to all the rules, regulations, and standards applicable to University and Agency, including rules of ethical and professional conduct as set for them in all written policies, procedures, standards of care and protocols of Agency, (a copy of which will be provided to the extern).
- 6.2 Subject to provisions of 6.3 below, Agency has the right to require University to withdraw an extern from the program in circumstances where:
 - 6.2.1 Extern's achievement, competence, progress, adjustment, or health is detrimental to Agency; or
 - 6.2.2 Extern's behavior is unacceptable to Agency.
- 6.3 Prior to exercising its rights under 6.2, Agency shall: (a) notify University of its intent to require the extern to withdraw from the program; (b) provide a written explanation of its decision, together with any supporting documentation; and (c) provide an opportunity for the University Liaison designee to meet with a representative of Agency to discuss the situation.
- 6.4 Notwithstanding the provisions of 6.3, Agency reserves the right to exclude from its premises any extern whose performance, conduct, or state of health poses a serious, imminent threat to the staff or administration of Agency; provided, however, Agency (a) shall, if possible, consult with and advise the University Liaison prior to such exclusion; (b) if no prior notification

occurred, provide immediate notice to the University Liaison subsequent to such exclusion; (c) within 24 hours of the exclusion, provide University with a written explanation of Agency's decision, together with any supporting documentation, and (d) within a reasonable time thereafter, provide an opportunity for the University Liaison designee to meet with a representative of Agency to discuss the situation.

6.5 In the event of an adverse action proposed or taken against an extern, Agency shall provide full cooperation, including access to all relevant documents and staff which may be necessary to enable University to conduct a thorough investigation of the matter and any related due process proceeding.

6.6 Partner shall ensure that each extern(s), worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations, testing and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

7. Authority for Agency Site Operations

Agency retains final authority and responsibility for all aspects of Agency operations and patient/client care.

8. Confidentiality

8.1 All materials and reports prepared by an extern at the direction of the Agency are confidential and remain the property of Agency.

8.2 An extern shall not make any disclosure of matters which are of a confidential nature, including without limitation confidential or proprietary information of the Agency, except that information shall not be considered confidential if it (a) was properly known to the extern prior to receipt from Agency, (b) was or becomes a matter of public information or publicly available through no fault or action on the part of the extern, (c) is acquired from a third party lawfully entitled to disclose the information to the extern, (d) is developed independently by the extern, or (e) is required to be disclosed by law, regulation or court order. In the event of a proposed disclosure of otherwise confidential information pursuant to law, regulation or court order, the extern shall provide prompt notice to Agency.

8.3 Extern will respect the confidential nature of all information regarding patients, clients, and Agency records in accordance with applicable federal, state and local laws and regulations.

8.4 Partner, extern and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that Partner or extern is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this agreement, Partner agrees that it will either return all such confidential information/data to the Board within 30 days of the end of the term of this agreement or termination date if terminated by the Board, or that Partner will destroy any such confidential information/data within 30 days of the end of the term of this agreement or termination date if terminated by the Board. To the extent that Partner has access to any Board generated materials or documents as a result of this agreement, Partner agrees that it will similarly either return any such Board generated materials or documents to the Board, or destroy them, within 30 days of the end date of this agreement. Partner acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this agreement. To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform

9. Workers' Compensation

9.1.Externs are, and remain, University students while on site at Agency.

9.2.Externs are not employees of Agency or University and neither shall be responsible for any Workers' Compensation or disability claim filed by an extern.

10. Non-Discrimination

The parties agree to comply with all applicable federal, state, and local laws, ordinances and rules, and specifically agree not to unlawfully discriminate against any individual and to comply with all anti-discriminatory policies of the University and Agency.

11. Indemnification and Insurance

- 11.1 The University agrees to indemnify and to hold harmless Agency, its officers, directors, trustees, agents, employees, assignees, affiliates, representatives, joint-venturers, successor corporation(s), and health care personnel, directly or indirectly involved in the School Psychology Program from liabilities, claims, actions, suits, settlements, judgments, costs, damages, including medical claims or reasonable expenses and attorney's fees, resulting from arising out of or otherwise be asserted or connected with the University's negligent operation or conduct of the School Psychology Program and/or the acts of University's externs.
- 11.2 The University shall obtain and maintain, at its own expense, during the Term of this agreement, and any renewal hereof, commercial general liability and professional liability insurance covering against claims for personal and bodily injury or death and property damage resulting from the negligence of the University, it's employees, staff and agents, and all students participating in the School Psychology Program. Such policies shall be in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for general liability and \$1,000,000. Each claim and \$3,000,000 in the aggregate for Professional Liability. The University is also responsible for any deductible or retention under these policies. The University shall furnish Agency with a Certificate of Insurance as evidence thereof.

12. Relationship of the Parties

Agency is performing the services and duties required under this agreement as an independent contractor and not as an employee, agent, partner or joint-venture with University. None of the provisions of this agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this agreement. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

13. Severability

Each paragraph of this agreement is severable from all other paragraphs. In the event of any court of competent jurisdiction determines that any paragraph or subparagraph of this agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Governing Law

This agreement shall be governed by and construed under the laws of the State of New Jersey.

15. Assignment

This agreement may not be assigned by either party.

16. Notice

Any notice to either party hereunder must be in writing, signed by the part giving it, and shall be deemed given when mailed postage prepaid by US Postal Service, first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To University:
Rutgers, The State University of NJ
Graduate School of Applied and
Professional Psychology
152 Frelinghuysen Road
Piscataway, NJ 08854

With copy to:
Rutgers, The State University of NJ
Office of VP and General Counsel
7 College Avenue
New Brunswick, NJ 08901

To Agency:
Newark Board of Education
765 Broad Street
Newark, NJ 07102

Or such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

17. Paragraph Headings

The paragraph headings in this agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this agreement.

18. Intellectual Property

The parties do not expect that any intellectual property (such as patents, copyrights and trade secrets) will be generated out of or as a result of this agreement. In the event that such property should be generated, the parties agree to negotiate in good faith with regard to issues of ownership and control of such property.

19. Entire Agreement: Modification

This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

20. Criminal History Background Checks

Partner shall ensure that each extern(s), worker(s), subcontractors(s), agent(s), intern(s) and/or representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said individual from employment or coming into contact with children pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this agreement. The services under this agreement shall not begin or proceed until Partner complies

with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this agreement.

21. Non-Recruitment

During the term of this agreement, and for a period of one year following the termination of this agreement for any reason, Partner agrees that it will not directly or indirectly hire any of the Board's employees, or solicit any of the Board's current or recently separated employees from the past 12 months, for the purpose of hiring them or inducing them to leave their employment with the Board or offer any status as an independent contractor with Partner, nor will Partner utilize any third party to act on its behalf to try to otherwise hire any Board employee or solicit any Board employee or induce/encourage them to leave employment with the Board. Should Partner violate this provision, this agreement is subject to immediate termination by the Board upon written notice to Partner.

22. Funding

This agreement is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this agreement does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its extern, subcontractor, agent or representative under this agreement.

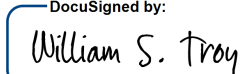
IN WITNESS WHEREOF, the authorized representative(s) of Agency and of University execute this agreement on this 2nd day of January, 2024.

UNIVERSITY:

Rutgers, The State University of New Jersey

AGENCY:

Newark Board of Education

BY: 
93C7A46Q493E466...
William S. Troy
Executive Director
Risk Management & Insurance

BY: _____
Hasani K. Council
Board President