

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTCLAIR STATE UNIVERSITY  
AND  
University High School – Home of the Phoenix

THIS AGREEMENT by and between MONTCLAIR STATE UNIVERSITY, herein MSU, a public institution of higher education in the State of New Jersey with its principal place of business at Upper Montclair, New Jersey 07043 and 1 Normal Avenue, Montclair, New Jersey 07043, herein the Facility, with its principal place of business at 55 Clinton Place, Newark, NJ 07108

RECITALS

WHEREAS MSU, through its Department of Social Work and Child Advocacy is desirous of providing training of its students for the development of excellence as future professionals, specifically students enrolled in the Master of Social Work Program; and

WHEREAS the Facility is desirous of providing a practicum environment for such MSU students through service at its organization:

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, MSU and the Facility agree as follows:

1. Scope. Under this agreement, MSU shall provide students to serve in a practical educational environment provided by the Facility.
2. MSU Responsibilities. MSU agrees, under the terms of this agreement to:
  - a. Be responsible for preparation for the field experience;
  - b. Select and assign an agreed upon number of students in accordance with the facility's placement requirements and agreed-to-schedule;
  - c. Maintain the personal records of students necessary for conducting their education, and to provide the facility with forms for the evaluation of the students;
  - d. Withdraw any MSU student from the Facility when the student is found unacceptable by the Facility for reasons of health, performance or other reasonable causes;

e. Assign a program director to act as liaison between the student, MSU and the Facility. The program director will act as an advisor for the experience;

f. Ensure that each student submit a completed Health Examination form supplied by the facility if required;

g. Ensure that each MSU student has a general liability insurance policy covering the student for \$1,000,000 for each incident and \$3,000,000 aggregate, a copy of which shall be provided to the Facility prior to the beginning of the practicum experience if required.

h. Ensure that if professional liability insurance is required, that student will provide proof of policy to the site prior to the practicum experience.

3. Facility Responsibilities. The Facility agrees under the terms of this agreement to:

a. Plan and implement meaningful and appropriate learning experiences aimed at the achievement of the objectives of this phase of the Program.

b. Provide field instruction by an MSW with a minimum of 2 years post graduate experience.

c. Orient the students to all applicable policies, procedures and rules of the facility.

d. Provide final evaluations of the student's performance, and a mid-experience evaluation if the rotation is longer than one week.

e. Provide facilities, equipment and supplies needed for the educational experience.

f. Arrange for emergency health care to students. Students will be individually responsible for the fees for such care.

g. Provide information which may be needed by MSU to comply with accreditation standards.

h. Notify the University immediately in the event of an emergency or problem which may threaten a student's successful completion of the field experience.

4. Length of Agreement and Termination. The term of this MOU shall be in effect for October 1st, 2021 through October 1st, 2022. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon ten (10) days written notice to the other party. This agreement shall be effective when signed by both parties and is intended to continue until terminated by one of the parties. This agreement

can be terminated by either party for any reason upon at least thirty days written notice to the other party, provided, however, that all MSU students enrolled in a practicum under this agreement at the time of such notice shall be allowed to complete their field experience prior to the termination of the program.

5. Non-Discrimination. Both parties agree that they are equal opportunity/affirmative action institutions and do not discriminate on the basis of sex, age, race, religion, color, national origin, or physical disability. Both parties further agree specifically to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

6. Mutual Responsibilities Clause. To the extent permitted by law, and subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, MSU shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract. MSU hereby releases the Newark Board of Education from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with MSU performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract.

To the extent permitted by law, and subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Newark Board of Education shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this Contract. The Newark Board of Education hereby releases the MSU from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Newark Board of Education performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract.

7. Applicable Law. This Agreement shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:13-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., and the availability of appropriations. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

8. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. MSU is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State

of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of the District's premises should be referred for handling to the Attorney General, Division of Law

9. Criminal History Report. The University will inform the Counselor Education graduate students that they are required to submit a criminal background check, at their own expense, prior to starting counseling experience at the District as required by the District's criminal background checks procedure. Any graduate student whose record shows an adverse finding will be subject to review by the District. If it is discovered during the course of the Agreement that either: (a) a graduate student with disqualifying criminal history record information on file or (b) any graduate student who has not had a criminal history background check is working at a contract school location, said individual is to be immediately removed by the University.

10. Compliance with Board Policies and Procedures. Partner shall ensure that each 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, social distancing, vaccination requirement or weekly covid-19 testing. 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), including, agent(s) and representative(s) from the school location and/or the program altogether.

11. Amendments. This agreement may only be amended by mutual agreement of the parties which shall be set forth in writing and signed by both parties.

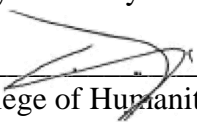
12. Assignment. Neither party shall assign or transfer any interest under this agreement without the express written consent of the other party.

13. Entire Agreement. Both parties to this Agreement confirm that they have read this Agreement, understand it and agree to be bound by its terms. Both parties further agree that this written instrument is the complete and exclusive statement of their agreement which supersedes all prior statements, oral or written, relating to the subject matter of this

agreement.

IN WITNESS THEREOF, MONTCLAIR STATE UNIVERSITY AND  
University High School – Home of the Phoenix do hereby execute this Agreement in  
duplicate originals on the date set forth below by their duly authorized representatives.

Date: 9/23/21

  
\_\_\_\_\_  
Dean, College of Humanities and Social Sciences

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative of University High  
School – Home of the Phoenix

NEWARK PUBLIC SCHOOLS:

Signed: \_\_\_\_\_

Dawn Haynes,  
Board President

Date: \_\_\_\_\_