



**Intern Affiliation Agreement
Between
KEAN UNIVERSITY
and
Newark Board of Education**

THIS AGREEMENT (“Agreement”) is entered into as of the 17th day of April by and between KEAN UNIVERSITY, having an address at 1000 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as “University”) and Newark Board of Education, having an address at 765 Broad Street, Newark, NJ 07102(hereinafter referred to as “District” or the “Board”).

WHEREAS, the University wishes to collaborate with District in planning placement opportunities for the University students as Clinical Interns at the District schools; and

WHEREAS, the District is willing to make its schools available for the Clinical experience of the University’s students; and

WHEREAS, both the University and the District also agree that Clinical II students, who have the required credential as a Substitute Teacher, may be provided the opportunity to teach at the District school in the absence of their cooperating teacher for monetary compensation;

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the District and University agree as follows:

1. **Term.** This Agreement shall be in effect for a period of three (3) years commencing on April 17, 2023 and expiring on May 1, 2026. The Agreement may be extended upon written mutual consent of the parties.

2. **Termination.**

- A. At any time during the term of this Agreement, the parties may terminate this Agreement for convenience and without penalty upon thirty (30) days notice to the other party.
- B. In the event of a breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within ten (10) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.

If the District exercises its right to terminate this Agreement, the District agrees to evaluate student(s) participating in an ongoing clinical learning experience program and determine in its sole discretion (based on what is in the best interests of the students, staff, and stakeholders, of the District), whether they should be afforded the opportunity to complete the program, even when the effective date of termination occurs prior to the completion date of the program. If the District determines that the best interests of its students, stakeholders, and staff would be served by removing students participating in

the ongoing clinical learning experience program from the District, then those participating students shall be removed from the District immediately upon the District exercising its right to terminate the Agreement.

3. University Responsibilities. The University shall use best efforts to:

- A. Provide information to the District regarding the types of experiences, the number of interns, and the dates and times requested for clinical experiences as well as implement the requirements.
- B. Enforce rules and regulations governing University students and/or interns.
- C. Instruct its faculty members and students to abide by the rules, regulations, and requirements of the District and University.
- D. Withdraw any student from the placement at the request of the District for sufficient cause, subject to applicable statutes and University policies.
- E. Assume responsibility for the evaluation of students, and of courses previously taken, to determine the applicability for degree and/or certification recommendations.

4. District Responsibilities. The District agrees to:

- A. Make schools available or any related facilities agreed upon for the learning experience through the practicum/internship courses under the supervision of the University.
- B. Designate an on-site supervisor to coordinate as liaison with the University's designee.
- C. Permit, upon reasonable request, the review of the site and related facilities by agencies charged with the responsibility for accreditation of the University.

5. Status of University Students. The students assigned to the District shall not be considered employees of the District. As such, the District shall have no obligation to pay monetary compensation or benefits to the assigned students.

6. Protection of District Students. All individuals from the University who will be at the District, under this Agreement, shall have been fingerprinted by the state and should have no criminal history. The University shall ensure, at its own expense, that each worker and/or individual that may be assigned to a project involving contact with children or that may be assigned to a contract school location has had a criminal history background check, and that said background 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 Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. The University must ensure that said proof exists no at least 30 days prior to the commencement of the internship. The services under this Agreement shall not begin or proceed until the University complies with the requirements of this section. Failure to ensure a background check or failure to provide proof of a criminal history background check(s) upon request shall be deemed a material breach of this Agreement and as such, serves as a basis for the District to immediately terminate this Agreement

7. Policies and Procedures. The University and the District agree to comply with the policies set forth in the University's *Supervisor's Manual* that delineate the responsibilities of students, University instructors and District school on-site supervisors. University shall ensure that each Student(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct

Intern Affiliation Agreement

policy as well as all local, state and federal laws and regulations, including those related to public health. University 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 Student(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have University remove said Student(s) from the school location and/or the program altogether.

8. Insurance. Insurance requirements for Kean and District are as follows:

- A. Both parties are public education institutions 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, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.

9. Mutual Cooperation. This Agreement is meant to reflect an evolving professional relationship between the University and the District. Therefore, it must be premised upon continuous assessment of the activities and services with the responsibility of articulation residing with the respective liaison persons. In addition, quarterly meetings between representatives of the University and representatives of the District will be held to discuss problems and make necessary revisions to meet changing conditions.

10. Independent Contractor Status. Both District and University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between District and University. Each of the parties to this Agreement shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.

11. Confidentiality. Both University and District shall at all times comply with standards of documentation and confidentiality mandated by state and federal laws and regulations, as same may be modified and amended from time to time. University and District agree to maintain all staff and student

Intern Affiliation Agreement

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 any services are performed by University virtually using the internet or some other remote means of electronic transmission, University 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.

12. **No Discrimination.** The University and District mutually agree that no students shall be discriminated against on the basis of race, color, sex/gender, creed, age, national origin, nationality, ancestry, pregnancy, marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability for the purposes of this Agreement. The parties further agree to comply with all applicable federal, state, and local laws, rules and regulations including, but not limited to, the Civil Rights Act of 1964 (as amended in 1991), Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, the Age of Discrimination in Employment Act of 1975, and the Americans with Disabilities Act of 1990.

13. **No Waiver.** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the services of District or University, and this Agreement contains all the covenants and agreements between the parties with respect to this student teaching affiliation agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

15. **Modification.** District or University may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

16. **Assignability.** The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, 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. 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.

18. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

19. **Mutual Responsibilities Clause.** Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, University 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 Agreement. University hereby releases the Board 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 University's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board 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 Agreement. The Board hereby releases University 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 Board's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

20. **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 University, its subcontractor, agent or representative under this Agreement.

As to the District:

Newark Public Schools
765 Broad Street
Newark, NJ 07102

As to the University:

Kean University
1000 Morris Ave
Union, NJ 07083

[Signature page follows].

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized officers on the day and year first above written.

Newark Board of Education:

Signed: _____ Date: _____

Name: Asia J. Norton

Title: Board President

KEAN UNIVERSITY:

Signed: _____ Date: _____

Name: Barbara R. Ridener, Ph.D.

Title: Dean, College of Education