

MEMORANDUM OF UNDERSTANDING
between
New Jersey City University
and the
Newark Board of Education

The terms and conditions in this Memorandum of Understanding (“MOU”) will govern and take precedence over any other Agreement by and between New Jersey City University located at 2039 John F Kennedy Blvd, Jersey City, NJ 07305 (“Partner”) and **THE NEWARK BOARD OF EDUCATION** (the “Board”) located at 765 Broad Street, Newark, NJ 07102.

WHEREAS, Partner is licensed and registered in the State of New Jersey to engage in the business of providing Counselor Education; and

WHEREAS, Partner’s staff has the education, certification, training and/or work experience in this area so as to be able to provide these services responsibly; and

WHEREAS, the Board voluntarily desires to allow Partner to provide such services to the Board.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and Partner hereby agree as follows:

SCOPE OF SERVICES:

The purpose of this Agreement is to provide qualified graduate students with a Practicum/Internship Counseling experience in the field of counseling. Students in COUN 690 (Practicum) must complete supervised Practicum experiences that total a minimum of 100 clock hours. Forty (40) of those hours in Practicum must be in direct service to clients. Students in COUN 694/695 (Internship I & II) must complete supervised Internship experiences that total a minimum of 300 clock hours, for each Internship. One hundred twenty (120) of those hours, for each Internship, must be in direct service to clients.

Practicum/Internship Activities:

The activities to be provided to the students by the Practicum/Internship Site may include:

1. Individual Counseling: Personal, Social, Educational, Career
2. Group Counseling: Co-leading, Leading
3. Intake Interviewing, Preliminary Assessment, Introduction to Services
4. Psychoeducational Activities: Group, Parent, Outreach, Skills Development, In-Service
5. Consultation: With Family/Parent, Teacher, Agency; for Referral, Team Collaboration

6. Report Writing, Record Keeping, Treatment Planning, Counseling Summaries
7. Individual Supervision
8. Group Supervision, Peer Supervision
9. Case Conferences, Staff Meetings
10. Other: _____

ADDITIONAL TERMS

1. New Jersey Law - The MOU shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

2. Criminal History Background Checks - 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 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 employee from employment 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 MOU. The services under this MOU 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 MOU.

3. Funding - This MOU 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 MOU does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractor, agent or representative under this MOU.

4. Confidentiality – Partner 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).

5. Mutual Responsibility Clause - Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Partner 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, students, representatives or officers, in the performance of its obligations assumed pursuant to this MOU. Partner 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 Partner's performance of the obligations assumed by it or its employees, agents, students, representatives or officers pursuant to this MOU.

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 MOU. The Board hereby releases Partner 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 MOU.

6. Term/Termination for Convenience – The term of this MOU shall be in effect for 2 year(s) for the 2021-2023 school year(s). 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.

7. Insurance - Partner purchases student blanket professional liability insurance for participating students in curriculum-based programs. Partner participates in the State of New Jersey's self-funded risk retention program. Partner is a public institution of higher education of the State of New Jersey. The State does not carry public liability insurance, but the liability of the State and the obligation 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 (N.J.S.A. 59:1-1 et seq.). The Act creates a special self-insurance fund and provides for payment of claims under the Act against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the Partner or its employees involving tort claims should be referred for handling to the New Jersey Treasury, Division of Risk Management, P.O. Box 620, Trenton NJ 08625-0620 with a copy to the Partner.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

8. Independent Entities - None of the provisions of the MOU 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 the MOU. 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.

9. Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

10. Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

IN WITNESS WHEREOF, Partner has caused these Certifications, Representations and Special Conditions to be signed by its authorized officer.

New Jersey City University

NEWARK BOARD OF EDUCATION

By: _____
Date

By: _____
Date

Print Name: _____

Dawn Haynes

Title: _____

Board President