

Affiliation Agreement

Seton Hall University and Newark Board of Education

Agreement made this 1st day of July, 2021 between the Newark Board of Education, located at 765 Broad Street, Newark, NJ (hereinafter the "Site") and Seton Hall University, located at 400 South Orange Avenue, South Orange, NJ, 07079 (hereinafter the "University").

Whereas, the University offers graduate program in educational studies, counseling, psychology, and marriage and family therapy and seeks to enter into an affiliation with the Site for purposes of providing clinical experiences for University students in these degree programs; and

Whereas, the Site operates a facility at the above address and seeks to enter into an affiliation with the University in order to provide the University's student an opportunity to obtain clinical experience related to these programs (the "Practicum/Internship").

Whereas, the parties had entered into a prior affiliation agreement that was effective from August 31, 2018 through June 30, 2021 (the "2018/2021 Affiliation Agreement"); and

Whereas, the 2018/2021 Affiliation Agreement provided educational benefits to both parties.

Now therefore, in consideration of the foregoing and the mutual promise and covenants set forth herein, the parties agree as follows:

1. The parties agree that it is in their mutual interest to continue their prior affiliation, under the same terms and conditions as set forth in the 2018/2021 Affiliation Agreement, in order to provide students with the opportunity and benefit of receiving clinical training under a Practicum/Internship.
2. The parties now agree to enter into a new Affiliation Agreement, under the same terms and conditions as set forth in the 2018/2021 Affiliation Agreement, a copy of which is attached hereto, for the term July 1, 2021 to June 30, 2024.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives.

SETON HALL UNIVERSITY

Newark Board of Education

By: _____

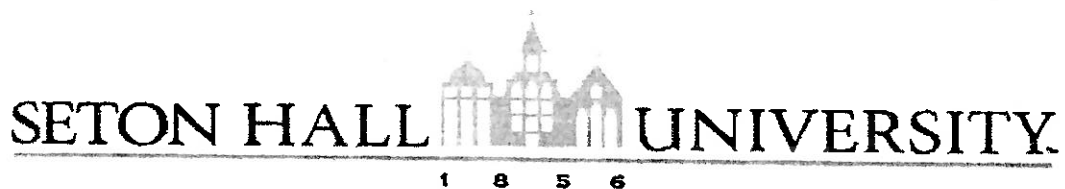
By: _____

Stephen Graham
Vice President for Finance/CFO

Dawn Haynes
Board President

Dated: _____

Dated: _____



Affiliation Agreement

Seton Hall University

and

Newark Public School District

AGREEMENT made this 1 day of August, 2018 between NEWARK PUBLIC SCHOOL DISTRICT, located at 765 Broad Street, Newark, NJ (hereinafter the "Site") and Seton Hall University, through its College of Education and Human Services, Department of Educational Studies, located at 400 South Orange Avenue, South Orange, New Jersey 07079 (hereinafter the "University").

WHEREAS, the University offers graduate programs in educational studies, counseling, psychology, and marriage and family therapy and seeks to enter into an affiliation with the Site for purposes of providing clinical experiences for University students in these degree programs: and

WHEREAS, the Site operates a facility at the above address and seeks to enter into an affiliation with the University in order to provide the University's students an opportunity to obtain clinical experience related to these programs (the "Practicum/Internship").

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

I. SITE RESPONSIBILITIES

1. Administrative Services and Support

The Site shall provide the following:

- a. **Support.** Administrative support including, but not limited to, resources and specific budgetary resources for the Practicum/Internship as described herein.
- b. **Orientation.** Comprehensive orientation to the Site, including but not limited to, policies, philosophy, procedures, protocols, rules and expectations.
- c. **Role Models.** Commitment to provide a variety of roles models that represent the diversity of professionals in the field. The Site will afford students the opportunity to interact with a diverse staff and client/patient population whenever feasible.

2. Supervision

The designated supervisor at the Site shall provide the following:

- a. **Continuity.** The supervisor shall be responsible for providing a continuity of supervision of the University's students and providing supervised activities and experiences as described herein. If the supervisor is no longer able to supervise or terminates his/her relationship with the Site, the Site administration is responsible for securing, in a timely manner, a supervisor who holds the credentials, training and experience required by the Practicum/Internship.
- b. **Expertise.** The supervisor shall be a clearly designated licensed or license-eligible professional appropriate to the degree program.
- c. **Client welfare.** The supervisor shall ensure that the Site personnel provide clinical direction and supervision to the students participating in the Practicum/Internship. Site personnel are responsible for all client/patient contact and patient care and all decisions regarding patient care. In the event of a difference of opinion concerning the care of a patient, the decision of Site personnel shall prevail and control all parties involved.
- d. **Documentation.** The supervisor shall monitor, verify or certify and approve the number of student hours and appropriate categories of client contact, based upon the student's documentation, to the Site and University.
- e. **Disciplinary Actions.** The supervisor will inform the student, Site administration, and Program Clinical Coordinator of potential disciplinary issues in a timely manner. The Ethical and Professional Guidelines of the respective accrediting bodies and Site and University policies and procedures shall serve as the bases for such issues.
- f. **Evaluation.** The supervisor shall provide evaluation(s) of each student at intervals specified by the degree program in which the student is enrolled.

3. Supervised Activities and Experiences

The Site shall provide supervised training activities/experiences that are:

- a. Integral to the regular performance of the Site's normal professional functions, duties and responsibilities.
- b. Affirming of, and demonstrating a high regard for, human dignity. Students shall not be required to participate in practices that restrict the exercise of civil or human rights of any person or which impair the quality and nature of professional training in psychology as defined by the respective accrediting entities.
- c. Continuous and sequenced in an organized manner and encompass a variety of presenting problems.
- d. Consistent with the fulfillment of minimum hours and categories of client/patient contact as required by the student's degree program.

- e. Facilitative of audio and videotaping of student interaction with clients, if appropriate to client welfare, and not prohibited by Site policy.
- f. Conducive to opportunities for research in applications of theory and practice, if possible and practical.
- g. Necessary to meet requirements established by state policy-making boards.
- h. No student shall be required to participate in any experience or activity that is contrary to the Catholic mission of the University.

4. Evaluation

- a. Each student will be evaluated according to clearly pre-defined criteria and a schedule as specified in a separate document provided by the University to the Site supervisor.
- b. Evaluations will be shared verbally with the student and provided in written form to the administration of the Site, the student and the Program Clinical Coordinator.

5. Data Security Requirements to Protect the Confidentiality of Student Education Records

- a. Protection of Confidential Data. Both parties agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receive education record information from the University may use the information, but only for the purposes for which the disclosure was made.
- b. Definition. Covered data and information (CDI) includes paper and electronic student education record information, including evaluations: 1) supplied by the University and/or the University's students to the Site or 2) created by the Site in connection with this Agreement between the parties; 3) personally identifiable information about students attending Newark Public Schools and their parents.
- c. Acknowledgment of Access to CDI. The Site acknowledges that this Agreement allows the Site access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI. Both parties agree to hold CDI in strict confidence. Both parties shall not use or disclose CDI that it creates or is received from, or on behalf of, the University (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. Both parties agree not to use CDI for any purpose other than the purpose for which the disclosure or creation was made.
- e. Return of CDI. Upon termination, cancellation, expiration or other conclusion of this Agreement, both parties shall return all CDI to the University or, if the CDI was provided by a student, both parties shall return the CDI to the student.
- f. Maintenance of the Security of Electronic Information. Both parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students, or created by the Site. These measures

will be extended by contract to all subcontractors used by either party ~~the Site~~ and shall survive the termination or expiration of this Agreement.

- g. Remedies. If either party reasonably determines in good faith that the other party has materially breached any of its obligations under this Data Security Section, the non-breaching party, in its sole discretion, shall have the right to terminate this Agreement immediately if cure is not possible.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. The Site shall, within one (1) day of discovery, report to the University any use or disclosure of CDI not authorized by this Agreement or in writing by the University. The Site's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Site has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure and (v) what corrective action the Site has taken or shall take to prevent future similar unauthorized use or disclosure. The Site shall provide such other information, including a written report, as reasonably requested by the University.
- i. Indemnity. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Newark Public Schools shall be solely 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 negligent act, omission or willful misconduct caused by Newark Public Schools, its employees, agents or officers, in the performance of its obligations under this Data Security Section.

6. Insurance

- a. Throughout the term of this Agreement, the Site agrees to provide and maintain general liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. The Site shall provide the University with evidence of such coverage upon request. The Site further agrees to include and list the University as an additional insured and shall not cancel said policies of insurance without providing the University thirty (30) days advance written notice thereof. The insurance coverage provided to the University as an additional insured shall be primary and non-contributory.
- b. The Site shall comply with any and all requirements under applicable workers compensation laws with respect to coverage for Site employees in connection with their activities under this Agreement.

7. Representation and Warranty

- a. The Site represents and warrants to the University that the Site and its members, directors, officers, employees, Site supervisors and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"). and to the Site's knowledge, there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Site or Personnel from Government Payor Programs or may be cause for listing on the GSA List.
- b. The Site shall inform the University if: (i) a claim or suit is brought against the Site supervisor for alleged malpractice or professional liability; (ii) the Site supervisor's license has been suspended, revoked or placed on probation by a licensing board, board of examiners or any other governmental

entity that regulates their profession; or (iii) the Site supervisor is convicted of a misdemeanor or felony.

- c. The Site agrees to notify the University of any suspension or exclusion from Government Payor Programs under Section 7.a. above or any allegation or action in connection with the Site supervisor under Section 7.b. above, within three (3) business days of the Site's first learning of it. The University shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

8. Complaint Procedure

- a. It is the responsibility of the Site to provide and maintain a safe environment for students and any University faculty at the Site and to establish procedures by which University students or University faculty at the Site may report inappropriate actions occurring at the Site, including but not limited to claims of discrimination, sexual harassment, sexual misconduct, retaliation and/or whistleblowing. The Site shall take prompt and effective steps to investigate, eliminate and prevent both recurrence of any inappropriate actions and any retaliation against anyone involved in the review of any such claims. The Site shall keep the University apprised of its investigation and findings so that University can evaluate the actions taken in order to determine the University's course of action.

II. UNIVERSITY RESPONSIBILITIES

1. Administrative services and support

The University shall provide the following:

- a. Support. Appropriate administrative support for the Practicum/Internship as described herein.
- b. Orientation. General orientation to the Site supervisor regarding the degree program, its requirements, objectives and the purpose and nature of the Practicum/Internship experience, including but not limited to policies, philosophy, procedures, protocols, rules and expectations.

2. Supervision

The designated Program Clinical Coordinator (hereinafter "Coordinator") shall provide the following:

- a. Continuity. The Coordinator shall monitor supervision and supervised experiences by communicating with the Site supervisor and other relevant Site personnel and serving as the liaison among the Site supervisor, the University, the student(s) and the course instructor of the Practicum/Internship (if different from the Coordinator).
- b. Expertise. The Coordinator shall be a licensed or license-eligible professional appropriate to the degree program.
- c. Client contact. The Coordinator may recommend to the Site supervisor, appropriate categories of client contact.
- d. Documentation. The Coordinator shall maintain records of the number of each student's hours and categories of client contact, based upon each student's documentation, available to the Site and University.
- e. Disciplinary Actions. The Coordinator will address disciplinary issues raised by either party to this

Agreement. The Ethical and Professional Guidelines of the respective accrediting bodies and Site and University policies and procedures shall serve as the bases for such issues as well as University and Program policies.

- f. It is understood by the parties that the University will not be required to provide any on-Site supervision.

3. Insurance

- a. Throughout the term of this Agreement, the University agrees to provide and maintain general liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage for each student and faculty member participating in the required curriculum activities of the Practicum/Internship at the Site in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate, per year. The University shall provide the Site with evidence of such coverage upon request.
- b. The University shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for University employees in connection with their activities under this Agreement.

III. INDEMNIFICATION

1. University agrees to defend, indemnify and hold harmless the Site, its directors, trustees, officers, employees and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of negligent acts or omissions of the University and/or its regents, trustees, officers, employees, students or agents in connection with their responsibilities under this Agreement.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Newark Public Schools shall be solely 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 negligent act, omission or willful misconduct caused by Newark Public Schools, its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract.

2. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification above.
3. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit or demand.

IV. JOINT RESPONSIBILITIES

1. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer

relationship between University instructors or students and the Site. The parties shall be independent contractors with respect to each other.

2. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey.
3. The parties shall not discriminate on the basis of race, creed, color, religion, veteran's status, marital status, gender, pregnancy, age, national origin, ancestry, affectional or sexual orientation, disability, gender identity or expression, domestic partnership or civil union status, genetic information or membership in any other group protected by state or federal law.
4. All matters of material concern to the Site and University in connection with the Practicum/Internship and/or this Agreement shall be discussed by the parties as the need to do so arises.
5. All notices to the parties must be in writing, signed by the party giving it, and shall be deemed delivered when delivered in person or three (3) days after deposit in the United States mail, postage prepaid, addressed as follows:

University Representative

Maureen Gillette, Ph.D.
Dean, College of Education and Human Services
468 Jubilee Hall
Seton Hall University
400 South Orange Avenue
South Orange, NJ 07079

Site Representative

Jessica Scafe
Recruitment Coordinator
Newark Public Schools
765 Broad Street, Newark, NJ 07102

6. The term of this Agreement shall be from 8/31/2018 until 6/30/21.
7. This Agreement may be terminated at any time by mutual consent of the parties or it may be terminated by either party upon thirty (30) days' written notice to the other party at the address provided above. In the event of a nonconsensual termination of this Agreement by either party, such termination shall not become effective until the students then involved in the Practicum/Internship have an opportunity to complete the current semester.
8. Both parties and their agents, employees, and interns agree to maintain all student information confidentially in accordance with all applicable New Jersey state and federal laws and regulations, including but not limited to, 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).
9. The University shall not employ or contract for paid or unpaid services of any intern in a position involving regular contact with NPS students unless such intern has produced satisfactory results of a

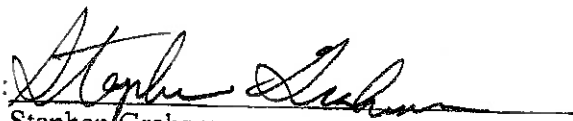
criminal history record check pursuant to N.J.S.A. 18A:6-7.1 et seq.

10. University agrees that all employees, agents, interns or representatives assigned to a project school location will adhere to and comply with the Site's Code of Conduct including the rules of professional and ethical conduct as set forth in the Site's written policies, procedures and standards of care and protocols of the Site. The Site reserves the right to require the University to withdraw any employee, agent or intern from the school location in circumstances where:
- a. The person's behavior is unacceptable to the Site; and/or
 - b. The person's conduct violates Site policy; and/or
 - c. The person's conduct is disruptive to the Site's operations or the learning environment.

The University agrees that the Site reserves the right to exclude any University employee, agent or intern from its premises whose performance, conduct or state of health poses a threat or disruption to Site staff or students. In the event of such action, University agrees to provide full cooperation in removing the individual and replacing the individual with another acceptable person if necessary.

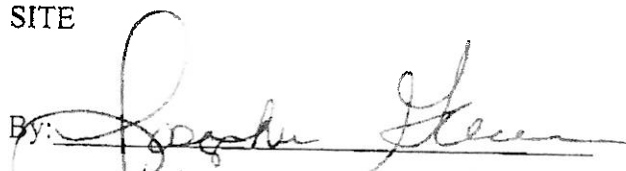
In witness hereto, the parties affix their signatures.

SETON HALL UNIVERSITY

By: 
Stephen Graham
Vice President and CFO

Date: 10/12/2018

SITE

By: 
Print Name: Josephine Garcia
Josephine Garcia
Board Chairperson

Date: 9/18/18

September 28, 2017