

AGREEMENT BETWEEN
RUTGERS THE STATE UNIVERSITY OF NEW JERSEY GRADUATE SCHOOL OF
EDUCATION
AND
TOWNSHIP OF UNION PUBLIC SCHOOLS

This Agreement (“Agreement”) is written in the spirit of cooperation and good faith between the **Board of Governors of Rutgers the State University of New Jersey** which is acting under this Agreement through its **GRADUATE SCHOOL OF EDUCATION**, hereinafter “GSE,” and **TOWNSHIP OF UNION PUBLIC SCHOOLS**, hereinafter “**TOWNSHIP OF UNION PUBLIC SCHOOLS**” or “**UPS**.” **Rutgers The State University of New Jersey** recognizes that in order to retain the highest level of talent in classroom teaching or clinical practices, communities must have a collaborative relationship between institutions of higher education and their partners. The intent of this Agreement is to outline the processes employed by Rutgers GSE and its partners, so that a rich and fulfilling experience is provided to the GSE teacher candidates. With this intent, the following terms are agreed to by all parties with regard to GSE’s Educator Preparation Program within the **TOWNSHIP OF UNION PUBLIC SCHOOLS**.

PURPOSE

The purpose of this Agreement is to delineate and clarify the roles and responsibilities of GSE and the cooperating school district, **TOWNSHIP OF UNION PUBLIC SCHOOLS** in the implementation of GSE’s Educator Preparation Program, hereinafter “Program,” to provide GSE teacher candidates with Clinical Experiences and Clinical Practice.

I. CONFIDENTIALITY.

GSE agrees to advise teacher candidates and faculty supervisors that during the course of this Agreement, they may have access to confidential UPS information. GSE agrees that it will advise and require teacher candidates and faculty supervisors to abide by all applicable requirements of federal, state, and local laws pertaining to the confidentiality and privacy of such information. GSE specifically agrees that it will advise and require teacher candidates and faculty supervisors to maintain all UPS student information in strict confidence at all times during the course and after the termination of this Agreement, and to neither use nor disclose any confidential information to which they have access, other than as expressly authorized by UPS. At the termination of this Agreement, GSE agrees that it will advise and require teacher candidates and faculty supervisors to return or destroy all written or otherwise recorded UPS student information.

II. NON-DISCRIMINATION.

- A. The **TOWNSHIP OF UNION PUBLIC SCHOOLS** and the GSE give assurance that each is an equal opportunity employer and does not discriminate against any employee, GSE teacher candidates and pre-teacher candidates, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.
- B. The parties agree to comply with all laws and regulations applicable to the Agreement.

C. The GSE and TOWNSHIP OF UNION PUBLIC SCHOOLS agree that its employees, agents, representatives and GSE teacher candidates and pre-teacher candidates will refrain from discrimination against any employee, student, attendee, parent or patron, on the basis of the person's race, color, religion, sex, sexual orientation, gender identity/expression, national origin, ancestry, age disability or veteran status, during any activity connected to this Agreement.

III. LIABILITY.

A. TOWNSHIP OF UNION PUBLIC SCHOOLSS, as a political subdivision of the State of New Jersey, and GSE as a component of a New Jersey public institution of higher education, are subject to a variety of laws that may be applicable in any claim regarding this Agreement, including but not limited to the New Jersey Tort and Contractual Liability Act. The parties understand that nothing in this Agreement shall constitute a waiver of the other's right to any sovereign immunity that may exist pursuant to the laws of the State of New Jersey. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction venued in Essex County, New Jersey.

IV. CLINICAL EXPERIENCE SITE ASSIGNMENTS “Clinical Experience Phase 1”

A. GSE will submit to the appropriate TOWNSHIP OF UNION PUBLIC SCHOOLS district personnel its clinical experience placement requests, including Friday morning schoolwide visits for broad overviews of particular service areas (ESL, Special Education, Elementary, and Secondary) as well as specific grade level and teaching areas for 30 – 50 hours each fall. Requests will be submitted to TOWNSHIP OF UNION PUBLIC SCHOOLS by GSE’s Director of Clinical Experiences and/or the Faculty Partnership Leader assigned to TOWNSHIP OF UNION PUBLIC SCHOOLS in the GSE-Community School Partnership Network (GSE-CSPN).

Various clinical experience placements will be requested. The Director of Clinical Experience may call, email, or visit schools to monitor the progress of teacher candidates as they complete clinical experiences. Visits to UPS shall be limited to the Director of Clinical Experience, and any such visit must be on notice and with the approval of the UPS School Principal. Visitors are prohibited from accessing any UPS site without a chaperon. Visitors are prohibited from interfering with or interrupting any UPS staff members in the performance of their duties. Visitors are prohibited from audio or video recording while on UPS property without the prior express written consent of the UPS Superintendent of Schools or designee.

B. Only the designated TOWNSHIP OF UNION PUBLIC SCHOOLS personnel and GSE’s Director of Clinical Experience and Faculty Partnership Leaders may request and confirm site assignments. Where there is disagreement, the decision of the designated UPS personnel will apply. Site assignments will be requested and confirmed in writing. Electronic mail is acceptable.

C. GSE will ensure that teacher candidates have met all prerequisites, including grade point average, criminal background clearance, and/or admission to GSE’s Educator Preparation Program (as applicable) prior to the beginning of the placement. GSE will ensure that sexual abuse and criminal background checks are conducted on all teacher candidates, and will provide documentary proof of successful completion of the criminal background check to UPS prior to their on-site attendance at UPS.

- D. Teacher candidates participate in sequential and systematic clinical experiences designed to link knowledge and skills with effective classroom planning, instruction, and assessment. As candidates progress through the program, they will demonstrate novice, then emerging, and finally proficient competencies.

V. CLINICAL PRACTICE ASSIGNMENTS – Clinical Practice Phase 2 & Clinical Practice Phase 3

A. GSE will submit to the appropriate TOWNSHIP OF UNION PUBLIC SCHOOLS personnel its spring clinical practice internship placement requests, including grade level and teaching area. Requests will be submitted to the TOWNSHIP OF UNION PUBLIC SCHOOLS by GSE's Director of Clinical Experiences and/ or Faculty Partnership Leaders.

Various clinical placements will be requested. Spring Clinical Practice Phase 2 placements are typically two days per week. Fall Clinical Practice Phase 3 placements are full-time, and clinical interns are expected to start the fall term on the same day as their cooperating teachers and end on the day before the winter break. The Director of Clinical Experience may call, email, or visit schools to monitor the progress of interns as they complete the internship. Cooperating Teachers will be asked to report on candidate progress on a regular basis. Visits to UPS shall be limited to the Director of Clinical Experience, and any such visit must be on notice and with the approval of the UPS School Principal. Visitors are prohibited from accessing any UPS site without a chaperon. Visitors are prohibited from interfering with or interrupting any UPS staff members in the performance of their duties. Visitors are prohibited from audio or video recording while on UPS property without the prior express written consent of the UPS Superintendent of Schools or designee.

B. Only the designated TOWNSHIP OF UNION PUBLIC SCHOOL personnel and GSE's Director of Clinical Experience and/or Partnership Leaders may request and confirm site assignments. Where there is disagreement, the decision of the designated UPS personnel will apply. Site assignments will be requested and confirmed in writing. Electronic mail is acceptable

C. GSE will ensure candidates have met all prerequisites, including grade point average, criminal background clearance, and admission to Clinical Practice Phase 2 prior to the beginning of their clinical placements. GSE will ensure that sexual abuse and criminal background checks are conducted on all teacher candidates, and will provide documentary proof of successful completion of the criminal background check to UPS prior to their on-site attendance at UPS.

D. Clinical Practice Phase 2 & 3 candidates are required to complete specific assessments mandated by the New Jersey State Department of Education (e.g.,RU TEACH) as well as satisfy all GSE requirements, some of which include video recording. Teacher candidates and any other individuals from GSE are strictly prohibited from video or audio recording, as well as taking any photographs, for any purpose, while on UPS property without the prior express written permission of the UPS Superintendent of Schools or designee.

E. Clinical Interns are required to complete two semesters of Clinical Practice. Some students will require up to three placements during their two semesters of clinical practice. Candidates in Clinical Practice Phase 2 are expected to gradually phase into teaching 10 full classes. Candidates in Clinical Practice Phase 3 are responsible for teaching a minimum of 20 full days, of which at least 10 must be consecutive.

VI. SELECTION OF TOWNSHIP OF UNION PUBLIC SCHOOLS MENTOR TEACHERS

All mentor teachers for Clinical Practice Phases 2 & 3:

- A. Must be approved by the chief school administrator or his or her designee with input from the GSE;
- B. Have a minimum of three years of successful teaching experience, including one within the TOWNSHIP OF UNION PUBLIC SCHOOLS;
- C. Possess a standard instructional certificate;

- D. Have appropriate certification that coincides with the area of instruction for which the candidate is being prepared;
- E. Be a full-time school district faculty member with demonstrated expertise in the field of mentoring/supervision; and
- F. Complete evaluations of GSE candidates using the Student Licensure and Learning (SLL) platform
- G. Communicate regularly with the GSE Faculty Partnership Leader, designated supervisor, and/or the GSE Director of Clinical Experiences.

VII. PREPARATION FOR THE ROLE OF MENTOR TEACHER

- A. GSE and the TOWNSHIP OF UNION PUBLIC SCHOOLS will provide support and extend training opportunities for cooperating teachers when needed and as available.
- B. GSE will provide mentor teachers with training to assist in preparing for the role. Prior to the beginning of the Clinical Practice Phase 2, mentor teachers will participate in an orientation with the university supervisor and intern.
- C. The GSE Teacher Candidate Handbooks provide specific guidelines and are available to mentor teachers
- D. The mentor teacher will complete the Student Licensure and Learning (SLL) Assessments assigned to them.

VIII. SITE TERMINATION

- A. A mentor teacher or UPS school administrator may initiate an intervention and/or termination of a placement after consultation with the GSE Director of Clinical Experiences. GSE recognizes that candidates must comply with all TOWNSHIP OF UNION PUBLIC SCHOOLS policies, regulations, rules, and procedures and will so instruct its candidates. When a violation of policy occurs, the TOWNSHIP OF UNION PUBLIC SCHOOLS will notify GSE of the concern(s), and, if requested by the TOWNSHIP OF UNION PUBLIC SCHOOLSS, GSE will remove the candidate from the setting, thus terminating the placement.
- B. GSE will notify the TOWNSHIP OF UNION PUBLIC SCHOOLS if it determines that a candidate must be removed for any reason. These reasons can be, but are not limited to: tardiness, absences, grades, or unacceptable performance or behavior. A letter explaining the placement termination will be sent by GSE to the mentor teacher and/or school administrator. Electronic mail is acceptable.
- C. The GSE university supervisor or other designated GSE personnel will confer with the candidate to explain any termination of placement.

IX. TERM

This Agreement shall commence on the date that it is fully executed by both parties and shall be in effect until **[ENTER TERMINATION DATE]**, upon which date it shall automatically terminate. In addition, either party may terminate this Agreement upon thirty (30) days' written notice without cause.

X. MISCELLANEOUS

- A. GSE and the TOWNSHIP OF UNION PUBLIC SCHOOLS shall work in a cooperative spirit to enhance programs and services
- B. GSE and the TOWNSHIP OF UNION PUBLIC SCHOOLS shall work in a collaborative manner to enhance the Educator Preparation Program to serve the students, school systems, and citizens of New Jersey.
- C. The TOWNSHIP OF UNION PUBLIC SCHOOLS and members of the GSE-CSPN will assist in the identification of an educator, an administrator, and a parent or community member to be part of an Advisory Council, which will meet three times per year to review program data and goals and to ensure the continuation of the partnership.

- D. The GSE will make available certain offerings to the TOWNSHIP OF UNION PUBLIC SCHOOLS whenever possible, such as: hiring fairs, professional development discounts, and special advanced certificate opportunities for TOWNSHIP OF UNION PUBLIC SCHOOLS faculty.
- E. The GSE shall release, defend, hold harmless, and indemnify UPS, and its members, trustees, officers, faculty, staff, employees, and agents, from and against any and all actions, claims, costs (including reasonable attorneys' fees), damages, expenses, losses, and judgments, arising out of its own negligent acts or omissions, including those of teacher candidates and faculty supervisors.
- F. The GSE shall maintain general and professional liability insurance in the amounts of \$1,000,000.00 per occurrence, \$3,000,000.00 general aggregate for each coverage to protect itself and UPS from loss or liability in connection with performance of services pursuant to this Agreement by the GSE, its employees, representatives, agents, and/or students. Such insurance shall be with companies qualified to do business in New Jersey with an AM Best rating of A- or better and shall be evidenced by a Certificate of Insurance provided to UPS prior to the placement of a teacher candidate. UPS shall be named as an additional insured party.
- G. This Agreement shall not be deemed to create any employment relationship, or any promise or preference for any future employment with UPS.
- H. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, in accordance with its terms, disregarding such unenforceable or invalid provision.
- I. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding, unless in writing, signed by the party waiving the breach.
- J. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
- K. The GSE and UPS agree that they are not relying upon any promises, understandings, warranties, or representations, either oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of the GSE and UPS.

XI. ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties. This Agreement may be amended only by mutual written agreement by the parties, through their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.



Date: 12 / 9 / 25

TOWNSHIP OF UNION PUBLIC SCHOOLS

Dr. Gerry Benaquista

Superintendent of Schools

On Behalf of Rutgers University



Date: November 17, 2025

Dr. Christopher M. Span

Dean of the Graduate School of Education at Rutgers, the State University of New Jersey