



### **School Psychology Professional Diploma Program Affiliation Agreement with Union Public Schools**

This Agreement is entered into on June 3, 2024 between Township of Union Public Schools with an address at 2369 Morris Ave., Union, NJ 07083 (hereinafter referred to as the “School Site”) and Kean University located at 1000 Morris Avenue, Union, New Jersey 07083 (the “Kean University”). The School Site and Kean University are also referred to as a “Party” individually and as “Parties” collectively.

WHEREAS, Kean University has an approved and established graduate master’s program in School Psychology (Professional Diploma) (“Program”); and

WHEREAS, due to the shortage of mental health professionals in schools and the need for school-based mental health services support for students at the School Site, the School Site wishes to partner with Kean University to have its graduate students in the Program work with Union schools’ mental health professionals and students on a weekly basis; and

WHEREAS, the School Site has received grant funding from the New Jersey Department of Education under the \_\_\_\_\_ Grant (# \_\_\_\_\_) (the “Grant”) to further this initiative; and

WHEREAS, Kean University desires to allow their students in the Program to obtain valuable field work experience to supplement the practicum externship experiences required by the Program and its curriculum.

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

**1. TERM:** This Agreement shall commence on June 3, 2024 (or as soon as possible thereafter) and shall expire on June 30, 2025.. This Agreement may be renewed upon the mutual written consent of the Parties.

#### **2. PURPOSE**

The purpose of this Agreement is to provide qualified graduate students in the Program (hereinafter referred to as “STUDENT CANDIDATES”) with part-time field experiences at the School Site. The field experiences will begin on January 16, 2024 (or as soon as possible thereafter) and end during the week of June 23, 2025. The STUDENT CANDIDATES must receive at least 1 hour of face-to-face supervision per week. The STUDENT CANDIDATES shall also obtain supervised experiences in group or individual counseling, social-emotional learning and/or social skills groups.

### **3. TERMINATION**

3.1 Either Party has the right to terminate this Agreement on thirty (30) days prior written notice to the other Party in accordance with the notice provisions outlined below. 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 written notice. In the event that the breaching Party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other Party may, at its sole option, terminate this Agreement.

3.2 In the event this Agreement is terminated, it shall remain in effect until the completion of any field experiences committed to or commenced at the time of such termination, subject to the right of the School Site to withdraw a STUDENT CANDIDATE from the field experience as set forth herein.

### **4. KEAN UNIVERSITY RESPONSIBILITIES.** Kean University shall:

4.1 Provide appropriate continuity of experience for STUDENT CANDIDATES:

a) the Kean School Psychology Program Director (herein “Program Director”) or a designated University Supervisor (herein “University Supervisor”) shall provide a continuity of supervision and experiences.

b) the Program Director or University Supervisor shall act as: the liaison between the STUDENT CANDIDATES, School Site supervisor, and the University.

c) the Program Director or University Supervisor shall act as the principal monitor of the professional development of the STUDENT CANDIDATES.

4.2 The Program Director or University Supervisor shall ensure appropriate documentation for its STUDENT CANDIDATES including ensuring that STUDENT CANDIDATES have student professional liability insurance prior to the start of placement.

4.3 Ensure that all Kean instructors possess the requisite academic qualifications for their academic roles. The Program Director or University Supervisor shall possess a doctoral degree in school and/or school-child clinical psychology, and be certified as a school psychologist in the state of New Jersey and/or licensed for independent practice as a Psychologist in the state of New Jersey.

4.4 Inform its STUDENT CANDIDATES of the requirement to conform to the rules, regulations and policies of the School Site. These rules, regulations and policies will be available and reviewed with each STUDENT CANDIDATE by the School Site.

4.5 Inform its STUDENT CANDIDATES that they must meet certain health standards as required by the School Site. Information related to STUDENT CANDIDATES, required by the School Site for the purpose of this Agreement, including but not limited to educational transcripts, health screenings, and background checks will be provided to the School Site by the STUDENT CANDIDATES upon request. The Program will not maintain copies of such information.

### **5. SCHOOL SITE RESPONSIBILITIES.** The School Site shall:

5.1 Participate in joint evaluation of the effectiveness of the fieldwork experiences through meetings and/or electronic communication.

5.2 Provide the necessary supplies, facilities and supervision as may be required to ensure quality education for the STUDENT CANDIDATES without impairing quality care/services.

5.3 Provide a comprehensive orientation to the site, including but not limited to policies, procedures/protocols, philosophy, rules and expectations for STUDENT CANDIDATES.

5.4 Provide administrative support to STUDENT CANDIDATES including, but not limited to, adequate work space, phone, computer, office supplies, and staff support to conduct professional activities.

5.5 Commit to providing STUDENT CANDIDATES, to the greatest extent feasible, a variety of role models which represent the diversity of professionals in the field/school environment. The School Site will afford STUDENT CANDIDATES opportunities to interact with diverse staff and student populations whenever feasible.

5.6 Provide emergency care for STUDENT CANDIDATES in case of illness or accident. However, the School Site shall not be responsible for any further care. In no event shall the School Site be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The School Site shall notify Kean University promptly of any such occurrence. The STUDENT CANDIDATES shall be responsible for payment of any medical expenses incurred.

5.7 Permit STUDENT CANDIDATES and Kean faculty, at their own expense, to utilize the cafeteria and visitors' parking lots, if feasible and needed.

5.8 Assure that it has measures in place to ensure STUDENT CANDIDATES' safety, such as program and institutional policies or manuals, instruction on occupational health and safety, incident-reporting processes, harassment prevention policies and procedures, and conflict resolution processes.

5.9 Ensure that it has measures in place related to the prevention of the spread of COVID-19 which will be shared with the STUDENT CANDIDATES prior to the start of the fieldwork at the School Site.

5.10 Provide supervision by a qualified individual(s) holding appropriate certification/licensure in the area of the school training experience. For school psychology experiences, the site supervisor shall be a school psychologist with a specialist degree who is certified as a school psychologist in the State of New Jersey. Supervision may also be split between a school psychologist and appropriate professional (e.g., counselor).

**6. SITE SUPERVISOR RESPONSIBILITIES.** The designated school psychology supervisor at the site will provide the following:

6.1 Appropriate expertise in that the supervisor shall be a school psychologist with a specialist or doctoral degree who is certified as a school psychologist in the state of New Jersey with at least three years of experience.

6.2 Training activities related to counseling, social skills, and/or social-emotional learning. Training activities must be affirming of and demonstrate a high regard for human dignity. STUDENT CANDIDATES 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 school psychology as defined by the respective accrediting and professional entities. The practicum site supervisor will supervise the STUDENT CANDIDATES in all tasks and activities.

6.3 Appropriate documentation of the STUDENT CANDIDATES' experiences, including certification of the number of hours. If feasible and site safety protocols allow for it, the site supervisor will be available for a visit from the Program Director or University Supervisor.

**7. MUTUAL OBLIGATIONS.** The Parties mutually agree that:

7.1 The School Site shall retain sole responsibility for all student clients (meaning students attending the School Site) and their care at all times, as well as the extent of participation of STUDENT CANDIDATES in assisting with or observing services/care.

7.2 Responsibility for planning the field experiences at the School Site will be jointly shared by the School Site's staff and Kean University's Program Director or University Supervisor, subject at all times to the policies, rules, and regulations of the School Site.

7.3 STUDENT CANDIDATES may be assigned to do counseling, social-emotional learning activities and/or social skills activities at any facilities or programs within the School Site's system upon the consent of the Kean University School Psychology Professional Diploma Program.

7.4 STUDENT CANDIDATES will start their school fieldwork experiences as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of Kean University and the School Site.

7.5 Kean University shall withdraw any STUDENT CANDIDATES from the fieldwork experience when notified by the School Site that the candidate is unacceptable to the School Site for the reasons of health, performance, disciplinary issues, or other reasonable and lawful causes. Any necessity for such action will be reported immediately to Kean University.

7.6 Kean University and the School District/Site mutually agree that no STUDENT CANDIDATES shall be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, age, sex/gender, 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 purpose of this Agreement.

7.7 At the conclusion of the fieldwork experiences and upon receipt of an invoice, School Site will reimburse Kean University for the total amount of the STUDENT CANDIDATES' tuition charges for the **Spring 2024 semester** in accordance with the terms of the Grant. Kean University shall credit the STUDENT CANDIDATES' student accounts for the total amount received as payment for the fieldwork experiences.

**8. STUDENT CANDIDATE RESPONSIBILITIES.** Kean University shall advise its STUDENT CANDIDATES of the following conditions of participation in the fieldwork experience with the School Site. Further, Kean University shall advise STUDENT CANDIDATES that failure to meet the following conditions shall be grounds for denial of admission to the fieldwork experience and/or dismissal from the fieldwork experience at the School Site.

8.1 STUDENT CANDIDATES shall, at all times, follow the rules and regulations established by the School Site. The School Site shall orient STUDENT CANDIDATES to applicable rules and regulations.

8.2 The health of all STUDENT CANDIDATES assigned to the School Site shall meet the standards required for the School Site's employees. If required by the School Site, the STUDENT CANDIDATES will be asked to provide the Site with health screening reports and proof of vaccination.

8.3 STUDENT CANDIDATES acknowledge that all information regarding student clients' identities, classifications and/or diagnoses, prognoses, interventions/programs and/or any personal data which comes into the possession of STUDENT CANDIDATES is confidential. STUDENT CANDIDATES shall not disclose any such information to third parties, with the exception of the Program/University and the School Site Supervisor on an as needed basis, and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any student clients with whom they have contact during the fieldwork experience at the School Site. Any discussion of student clients with the University/Program or University Supervisor will not include actual names of student clients, and, instead use non-identifying initials and/or a pseudonym. STUDENT CANDIDATES will follow all relevant School Site policies for maintaining confidentiality, which shall be made available to them by the School Site.

8.4 Kean University will provide medical documentation of any special physical needs of STUDENT CANDIDATES participating in the fieldwork experience with the School Site.

8.5 If required by the School Site, STUDENT CANDIDATES, at their own expense, shall be required to submit to a criminal background check prior to starting fieldwork at the School Site, as required by the School Site's criminal background checks procedure. STUDENT CANDIDATES whose records show an adverse finding will be subject to review by the School Site. The School Site may reject any STUDENT CANDIDATES from the fieldwork based upon the information contained in the criminal background check.

**9. REGULATORY COMPLIANCE.** Kean University and the School Site agree that each shall comply with all applicable requirements of municipal, county, state and federal authorities, all applicable municipal and county ordinances and regulations, and all applicable state and federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement, including all requirements of the Grant. These include, without limitation, the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

**10. INSURANCE.** Insurance requirements for Kean University, the School Site, and STUDENT CANDIDATES are as follows:

10.1 Kean University. Kean University is a public higher education institution in the State of New Jersey. Any agreement signed and entered into on behalf of the State of New Jersey is subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through 59:12-3 and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 through 59:13-10 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 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 premises should be referred for handling to the New Jersey Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, P.O. Box 116, New Jersey 08625. The State of New Jersey self-funds for Workers' Compensation and Disability. Page 5 of 9

10.2 The School Site. The School Site will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Upon request, the School Practicum Site shall provide Kean University with documentation of such insurance coverage.

10.3 STUDENT CANDIDATES are required to be covered by professional liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate limits. STUDENT CANDIDATES are required to submit proof/documentation of this insurance coverage to the University Supervisor.

**11. INDEPENDENT CONTRACTOR.** Both the School Site and Kean 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 the School Site and Kean 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.

**12. CONFIDENTIALITY.** Both Kean University and the School Site shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), if applicable, standards of The Joint Commission (TJC), and educational and medical records policies and guidelines established and approved by the School Site, which shall be made available to the University’s STUDENT CANDIDATES.

**13. NO DISCRIMINATION.** Kean University and the School Site mutually agree that no STUDENT CANDIDATES or student clients shall be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, age, sex/gender, 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.

**14. 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.

**15. ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the School Site or Kean University relative to the fieldwork experiences required under the Grant, and this Agreement contains all the covenants and agreements between the parties with respect to this 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.

**16. MODIFICATION.** The Parties 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 and executed by the authorized representatives of the Parties.

**17. ASSIGNMENT.** 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.

**18. 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.

**19. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

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

**To the SCHOOL SITE:**

Township of Union Public Schools  
2369 Morris Ave. Union, NJ 07083

**To Kean University:**

Kean University  
1000 Morris Avenue  
Union, NJ 07083

**21. PDF SIGNATURES.** Signatures to this Agreement transmitted by facsimile, or electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers of the Parties.

**KEAN UNIVERSITY:**

By: \_\_\_\_\_

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

Name (Print): James Konopack, Ph.D.

Title: Dean, Kean CHPHS

**SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_ Name

(Print): Title:

## **APPENDIX A**

### **PROFESSIONAL INTEGRITY, ETHICS AND CONDUCT MANUAL**

#### **REFERENCES Kean University**

*Kean University School Psychology Professional Diploma Program Student Handbook*

*Kean University Academic Integrity Policy*

<https://www.kean.edu/media/academic-integrity-policy>

#### **New Jersey Department of Education**

*New Jersey Administrative Code 6A*

*Chapter 9: Professional Licensure and Standards*

*13.9 School Psychologist (pp. 237- 241)*

<http://www.nj.gov/education/code/current/title6a/chap9.pdf>

#### **National Association for School Psychologists**

**Standards for the Credentialing of School Psychologists**

<https://www.nasponline.org/standards-and-certification>

**Professional Ethics**

<https://www.nasponline.org/standards-and-certification/professional-ethics>

#### **American Psychological Association**

**Ethical Principles of Psychologists and Code of Conduct**

<https://www.apa.org/ethics/code/index.asp>