

MONTCLAIR STATE UNIVERSITY

MEMORANDUM OF AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
UNION BOARD OF EDUCATION

THIS AGREEMENT by and between MONTCLAIR STATE UNIVERSITY, herein MSU, a public institution of higher education in the State of New Jersey with its principal place of business at Upper Montclair, New Jersey 07043 and herein the Facility, Union Board of Education with its principal place of business at 2369 Morris Ave Union, NJ 07083.

RECITALS

WHEREAS MSU, through its Department of PSYCHOLOGY is desirous of providing training of its students for the development of excellence as future professionals, specifically students enrolled in the SCHOOL PSYCHOLOGY Program; and

WHEREAS the Facility is desirous of providing a practicum environment for such MSU students through service in a public school district.

:

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, MSU and the Facility agree as follows:

1. Scope. Under this agreement, MSU shall provide students to serve in a practical educational environment provided by the Facility.
2. MSU Responsibilities. MSU agrees, under the terms of this agreement to:
 - a. Be responsible for preparation for the field experience;

b. Select and assign an agreed upon number of students in accordance with the facility's placement requirements and agreed-to-schedule;

c. Maintain the personal records of students necessary for conducting their education, and to provide the facility with forms for the evaluation of the students;

d. Withdraw any MSU student from the Facility when the student is found unacceptable by the Facility for reasons of health, performance or other reasonable causes;

e. Assign a program director to act as liaison between the student, MSU and the Facility. The program director will act as an advisor for the experience;

f. Ensure that each student submit to MSU a completed Health Examination Form (Attachment A) to be retained by MSU and reviewed by the Facility upon request;

g. Ensure that each MSU student has a professional liability insurance policy covering the student for \$2,000,000 for each incident and \$4,000,000 aggregate, a copy of which shall be provided to the Facility prior to the beginning of the practicum experience. (Attachment B)

h. Ensure compliance with the applicable terms of Exhibit A (pages 5-7)

3. Facility Responsibilities. The Facility agrees under the terms of this agreement to:

a. Plan and implement meaningful and appropriate learning experiences aimed at the achievement of the objectives of this phase of the Program.

b. Provide supervision by a registered SCHOOL PSYCHOLOGIST WITH AT LEAST 3 YEARS EXPERIENCE, STATE OR NATIONALLY CERTIFIED

c. Orient the students to all applicable policies, procedures and rules of the facility.

d. Provide final evaluations of the student's performance, and a mid-experience evaluation if the rotation is longer than one week.

e. Provide facilities, equipment and supplies needed for the educational experience.

f. Provide information which may be needed by MSU to comply with accreditation standards.

g. Notify the University immediately in the event of an emergency or problem which may threaten a student's successful completion of the field experience.

h. Ensure that any MSU student and faculty member shall at all times comply with the 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, and medical record policies and guidelines established and approved by MSU and Facility. This shall include the maintenance of the confidentiality of all Facility student records produced by the Facility or furnished to the MSU student and faculty, and will not disclose information in accordance with the Federal Educational Rights and Privacy Act (FERPA) guidelines."

i. Ensure compliance with the applicable terms of Exhibit A

4. Length of Agreement and Termination. This agreement shall be effective when signed by both parties and is intended to continue until terminated by one of the parties. This agreement can be terminated by either party for any reason upon at least thirty days written notice to the other party, provided, however, that all MSU students enrolled in an internship under this agreement at the time of such notice shall be allowed to complete their field experience prior to the termination of the program, which is the last day of the Facility school year June 30th, 2019.

5. Non-Discrimination. Both parties agree that they are equal opportunity/affirmative action institutions and do not discriminate on the basis of sex, age, race, religion, color, national origin, or physical disability. Both parties further agree specifically to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

6. Indemnification. The Facility agrees to indemnify, defend and hold harmless MSU from and against any and all liability, losses, damages, claims, causes of action, costs or expenses arising out of and caused by or resulting from the negligent acts or omissions of the Facility, its agents, servants or employees

7. Applicable Law. This Agreement shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:13-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13 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 is covered under the terms and provisions of the New Jersey Tort Claims Act.

8. Amendments. This agreement may only be amended by mutual agreement of the parties which shall be set forth in writing and signed by both parties.

9. Assignment. Neither party shall assign or transfer any interest under this agreement without the express written consent of the other party.

10. Entire Agreement. Both parties to this Agreement confirm that they have read this Agreement, understand it and agree to be bound by its terms. Both parties further agree that this written instrument is the complete and exclusive statement of their agreement which supersedes all prior statements, oral or written, relating to the subject matter of this agreement.

IN WITNESS THEREOF, MONTCLAIR STATE UNIVERSITY AND
UNION BOARD OF EDUCATION

do hereby execute this Agreement in duplicate originals on the date set forth below by their duly authorized representatives.

Date: _____ By: _____
Dean of College of Humanities and Social Sciences

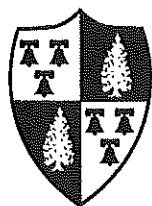
Date: _____ By: _____
Representative of the Facility

Date: _____ By: _____
Field Supervisor

Date: 12/11/2018 By: 
University Supervisor

Date: _____ By: _____
Trainee in School Psychology

EXHIBIT A



MONTCLAIR STATE

UNIVERSITY

School Psychology Internship Contract

Melissa Ozoria, a graduate student of the Montclair State University School Psychology Certification Program, is seeking a position as a School Psychology Intern for the Union Board of Education in Union, NJ. This internship opportunity will begin on the first scheduled school day and will last a minimum of 1,200 hours, approximately 150 days as required for state licensure and will be completed no later than the last day of the district school year. Any extra curricular activities completed outside of the normal business day will be counted as additional hours and added to the internship total.

This document outlines the expectations for Interns, the school district, the field supervisor and Montclair State University in this internship. This information will serve as a general guideline, but will be viewed as a specific binding agreement between all agencies assigned hereafter. Should specific circumstances need to be addressed between any of the parties concerned, an addendum outlining the unique requirements should be attached to this document.

School Psychology Intern Expectations

Having completed graduate curriculum toward 65 credits and a minimum of 300 practicum hours in the field of School Psychology, Melissa Ozoria has demonstrated that Mrs. Ozoria has the knowledge and skills to perform services in the following areas:

- Intellectual, emotional and behavioral assessment of students;
- Consultation and collaboration with teachers, parents, and other professionals;
- Development of research based intervention plans;
- Development and implementation of Functional Behavioral Analyses (FBA) and Positive Behavior Support (PBS) Plans;
- Group and individual counseling to students identified as “at risk;”
- Professional Development and seminar opportunities, including parent training and development workshops.

School District Expectations

Union Board of Education shall ensure that the Melissa Ozoria is given the opportunity to engage in a broad range of activities that enhance the knowledge and skills Mrs. Ozoria already possesses in the field of School Psychology, as mentioned in the above section for mastery in terms of depth (towards independent function) and breadth (k-12) of experience. This must include, but is not limited to, the following areas:

- Evaluation and assessment of students for:
 - Special education placement or re-evaluation
 - Counseling and consultation
 - Development of specific intervention plans
- Consultation and collaboration with teachers, parents and other professionals regarding behavioral, learning and social issues
- Participation in school-based teams that:
 - Provide services and interventions prior to formal assessment
 - Obtain opportunities for consultation
 - Provide access to out-sourced services for parents, students and teachers
- Participation in Individualized Education Plan (IEP) meetings, which includes:
 - Making decisions in student placement
 - Development of an appropriate intervention plan and PBS plans
- Provide counseling services and opportunities to students, both individually and in a group
- Facilitate the Intern's participation in professional development opportunities in the district

Field Supervisor Expectations

Individual supervision will be provided by <<Field Supervisor Name>>, a certified school psychologist for the State of New Jersey employed by the school district. This supervisor will be known as the field supervisor. Field supervisors typically have a minimum of three years experience with the district and will not be responsible for more than two Interns during the time required to complete this particular agreement. Specific requirements of the field supervisor include, but are not limited, to:

- Provide a minimum of two hours of scheduled face-to-face supervision per week with the Intern
- Assist the Intern in becoming acculturated to the school district and serving agencies
- Monitor the Intern's workload for appropriateness
- Ensure that the Intern is provided access to the opportunities listed in the above paragraph, including basic resources that will be provided for the Intern, such as sufficient office space and access to technology. There is no provision for travel compensation or salary or expense reimbursement or supervisor release time in this agreement.
- Co-sign documents in their supervisory capacity with the Intern for all completed work product.
- Provide Intern adequate and safe work environment and support services.

University Expectations

Montclair State University will ensure that the Intern remains insured under state and federal guidelines for professional liability. Dr. Julia Coyne, Director of the School Psychology Program, will also provide additional supervision for the Intern. As a university supervisor, she will not be responsible for more than 12 Interns per section during the time required to complete this agreement. Specific requirements for the university supervisor include, but are not limited, to:

- Weekly instruction that will further enhance and upgrade skills relative to the school district's needs
- Provide a minimum of two hours of scheduled individual or group supervision per week with the Intern
- Consultation with the field supervisor and other school district professionals, which will include telephone contacts and a minimum of two site visits per annum
- Monitor Intern activity to ensure the Intern is engaging in a broad array of activities in the field
- Prepare the Intern for Praxis II: School Psychologist Examination
- Assist the Intern in preparing all required documentation for State Certification