



Counseling Practicum/Intern Affiliation Agreement
Between
Kean University
Counselor Education Department
and
Township of Union Public School District

THIS AGREEMENT is entered into as of the _____ day of _____, 2013 between Township of Union Public School District having an address at 2369 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as "District") and KEAN UNIVERSITY, having an address at 1000 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as "University").

WHEREAS, the University has an accredited School Counseling Option in the MA in Counseling program that requires its students to complete counseling experiences with counseling supervision in a school setting; and

WHEREAS, the District is willing to make its schools available for the counseling experience of the University's students; and

WHEREAS, the University and District desire to establish the terms and conditions in which the University's students shall complete their counseling experience.

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

1. **Term.** This Agreement shall be in effect for a period of three (3) years, commencing with the _____ school year.
2. **Termination.**
 - A. At any time during the term of this Agreement, the parties may terminate this Agreement upon mutual written consent.
 - B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event 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.
 - C. If the District exercises its right to terminate this Agreement, the District agrees that no students participating in an ongoing clinical learning experience program will be denied the opportunity to complete the program, even when the effective date of termination occurs prior to the completion date of the program.

3. **University Responsibilities.** The University shall use best efforts to:

- A. Make available to the District faculty and administration opportunities for professional development within the District and to inform the District staff of available University resources.
- B. Provide information to the District regarding the types of experiences, the number of interns, and the dates and times requested for clinical experiences as well as implement the requirements.
- C. Select jointly with the District a counseling supervisor to assume the responsibility for counseling supervision of the interns' counselor learning experiences; .
- D. Provide and maintain student records and reports necessary for conducting the interns' counseling learning experiences.
- E. Enforce rules and regulations governing University students and/or interns.
- F. Instruct its faculty members and students to abide by the rules, regulations, and requirements of the District and University.
- G. Withdraw any student from the placement at the request of the District for sufficient cause, subject to applicable statutes and University policies.
- H. Assume responsibility for the evaluation of students, and of courses previously taken, to determine the applicability for degree and/or certification recommendations.
- I. Provide complimentary preparation for District faculty to be or become a counseling supervisor

4. **District Responsibilities.** The District agrees to:

- A. Make available to counselor any related facilities agreed upon for the counseling learning experience through the practicum/internship courses under the supervision of the University.
- B. Arrange counseling learning experiences cooperatively with the University.
- C. Designate an on-site counseling supervisor to coordinate as liaison with the University's counseling instructor.
- D. Provide reasonable counseling space, conference, and storage space for participating counseling students.
- E. Permit, upon reasonable request, the review of the counselor and related facilities by agencies charged with the responsibility for accreditation of the University.

5. **Status of Students.** The students assigned to the District shall not be considered employees of the District. As such, the District shall have no obligation to pay monetary compensation or benefits to the assigned students.

6. **Policies and Procedures.** The University and the District agree to comply with the policies set forth in the University's *Supervisor's Manual* that delineate the responsibilities of students, University instructors and District school on-site supervisors.

7. **Insurance.** Insurance requirements for Kean and District are as follows:

- A. University. University is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of 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. 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 self-insurance 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 District's premises should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.

- B. **District.** District shall either obtain or maintain at its own expense during the term of this Agreement, and any renewal thereof, a comprehensive liability policy and a School Board Legal Policy, including professional liability, ensuring the institution against any and all claims for bodily injury or death and property damage resulting from liabilities arising from the operation by its officers, employees, students, staff and agents under this agreement. If District elects to obtain an insurance policy, such policy shall protect the institution, its officers, employees, students, staff and agents with limits of not less than \$1,000,000 with respect to injury or death of any one person and not less than \$3,000,000 in the aggregate.

8. **Mutual Cooperation.** This Agreement is meant to reflect an evolving professional relationship between the University and the District. Therefore, it must be premised upon continuous assessment of the activities and services with the responsibility of articulation residing with the respective liaison persons. In addition, an annual meeting between representatives of the University and representatives of the District will be held during each Spring Semester to discuss problems and make necessary revisions to meet changing conditions.

9. **Independent Contractor Status.** Both District and 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 District and 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.

10. **Confidentiality.** Both University and District shall at all times comply with standards of documentation and confidentiality mandated by state and federal laws and regulations, as same may be modified and amended from time to time.

11. **No Discrimination.** The University and District mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement. The parties further agree to comply with all applicable federal, state, and local laws, rules and regulations including, but not limited to, the Civil Rights Act of 1964 (as amended in 1991), Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, the Age of Discrimination in Employment Act of 1975, and the Americans with Disabilities Act of 1990.

12. **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.

13. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the services of District or University, and this Agreement contains all the covenants and agreements between the parties with respect to this student teaching 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.

14. **Modification.** District or University 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.

15. **Assignability.** 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.

16. **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.

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

As to the District:

As to the University:

Kean University - East Campus
Nathan Weiss Graduate College
215 North Avenue
Hillside, NJ 07205
Attention: Annie Fitzpatrick

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized officers on the day and year first above written.

TOWNSHIP OF UNION PUBLIC SCHOOL DISTRICT:

Signed: _____

Printed Name: _____ Date: _____

Title: _____

KEAN UNIVERSITY:

Signed: _____

Name: Dr. Sophia Howlett Date: _____

Title: Associate Vice President of Academic Affairs- Acting Dean of Nathan Weiss Graduate College