



KEAN

KEAN UNIVERSITY

PSYD PROGRAM IN COMBINED SCHOOL AND CLINICAL PSYCHOLOGY EXTERNSHIP AGREEMENT

This agreement is entered onto this third day of June 2024 between the Township of Union Public Schools with an address (hereinafter referred to as the "SITE") located at 2369 Morris Ave., Union, NJ 07083, and **Kean University**, located at 1000 Morris Ave, Union, New Jersey, 07083 (hereinafter referred to as the "UNIVERSITY"), which offers the Psy.D. in Combined and Integrated School-Clinical Psychology, a graduate program preparing students to become school-clinical psychologists, herein called the "PROGRAM". The above Parties agree to the following terms of this contract, herein called the "AGREEMENT", and to the terms included in the Appendices.

1. PURPOSE

The purpose of this agreement is to provide a qualified graduate student with an externship experience in the field of clinical and or school psychology. The Externship student is required to satisfactorily complete a minimum of 600 hours as defined by the New Jersey Department of Education (NJDOE) (N.J.A.C.6A:9-13.9), while being on-site for no more than sixteen (16) hours per week. The externship will begin during the first week of the academic year and end during the last week of the academic year unless stipulated by the SITE. Students must receive at least 1 hour of face-to-face supervision for every four hours of face-to-face contact. Supervision must be provided by a doctoral-level psychologist who is also licensed for independent practice as a psychologist in the State of New Jersey or a doctoral level school psychologist who is under the direct supervision of a doctoral level school psychologist who is licensed for independent practice as a psychologist in the State of New Jersey. The intern will be required to obtain experiences in psychological treatment, psychological assessment, group and individual counseling, and consultation.

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 the School Site has received grant funding from the New Jersey Department of Education under the _____ Grant (# _____) (the "Grant") to further this initiative; and 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.

2. TERM

This term of this agreement shall commence from **June 3, 2024** until **June 30, 2027**.

3. TERMINATION

Either Party has the right to terminate this Agreement, at any time, 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.

4. EXTERNSHIP SITE RESPONSIBILITIES:

a. **Administrative Services and Support.** The administration of the SITE agrees to provide the following:

- (1) Support: Administrative support including, but not limited to, providing the Externship student with adequate work space, telephone, office supplies, and staff support to conduct professional activities.
- (2) Orientation: Comprehensive orientation to the SITE, including but not limited to policies, philosophy, protocols, rules and expectations.
- (3) Assure that it has measures in place to ensure Students and faculty safety, such as program and institution policies or manuals, instruction on occupational health and safety, incident-reporting processes, harassment prevention policies and procedures, and conflict resolution processes.
- (4) Ensure that it has measures in place related to the prevention of the spread of COVID-19 which will be shared with Kean University and the students prior to the start of the fieldwork at the SITE.
- (5) Role Models: Commitment to provide a variety of role models which represent the diversity of professionals in the field. Sites will afford students the opportunity to interact with a diverse staff and student population whenever feasible.
- (6) Work Environment: A work environment necessary to meet requirements established by state policy making boards.
- (7) Student Welfare: Provide emergency care for Students in case of illness or accident. However, the SITE shall not be responsible for any further care. In no event shall SITE be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The SITE shall notify UNIVERSITY promptly of any such occurrence. The Students shall be responsible for payment of any medical expenses incurred.

b. **Supervision.** The designated externship clinical or school psychology supervisor at the SITE will provide the following:

- (1) Continuity: The supervisor shall provide a continuity of supervision and supervised activities and experiences as described herein. Starting with observation of the supervisor's activities, the student will be expected to progress to participating and functioning in professional activities under supervision.
- (2) Expertise: The supervisor shall be a doctoral-level psychologist or school psychologist who is also licensed for independent practice as a psychologist in the State in which the externship will take place. A doctoral-level psychologist or school psychologist who is under the supervision of a doctoral-level school psychologist who is licensed for independent practice in the State in which the externship will take place may also supervise students. The supervisor will be a person who has the time and interest for training the Externship student.
- (3) Client Welfare: The SITE shall maintain responsibility for client contact, care and welfare. SITE personnel are responsible for all client care and all decisions regarding client care. In the event of a difference in opinion concerning the care of a client, the decision of the SITE personnel shall prevail and control all parties involved.
- (4) Documentation: The supervisor shall certify the number of student hours based on the student's documentation to the SITE, PROGRAM, and student. The supervisor will submit at least three evaluations of the student on the dedicated form provided by the UNIVERSITY, and be available for a site visit from the Coordinator of Clinical Training and/or the Associate Coordinator of Clinical Training, employed by the UNIVERSITY.
- (5) Disciplinary Action: Externship students are expected to adhere to the highest level of integrity in professional, ethical and conduct standards. The SITE reserves the right to require the immediate removal of any student from the PROGRAM whose performance is deemed inadequate. The Ethical and Professional Guidelines of the UNIVERSITY and respective accrediting bodies (NJDOE, APA, NASP) shall serve as the basis for such issues.

c. **Supervised Activities/Experiences.** The SITE clinical or school psychology supervisor will provide training activities that:

- (1) are integral to the regular performance of the SITE's psychologist normal professional functions, duties and responsibilities.
- (2) are 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 and professional entities.
- (3) are continuous and sequenced in an organized manner and encompass a variety of presenting problems and special education classifications.
- (4) are consistent with the fulfillment of 600 of the 1,200 minimum hours as defined by the NJDOE and required by the PROGRAM.
- (5) provide the Externship student with experiences in order to meet PROGRAM requirements. These experiences will be based on the

service provided by the SITE and may include: conduct full psychological assessments and interpretation, provide individual or group psychological interventions, provide psychological consultation services, provide psycho-educational assessment and interpret it to parent(s) and staff, counsel students individually and/or in groups, participate on the Intervention and Referral Services Team to develop consultation skills, develop IEP/Annual reviews for classified students, and all other areas of practice deemed important for clinical or school psychologists. The supervisor will supervise the Externship student's assessment of students in the areas of administration, scoring, interpretation and report writing skills. All psychological reports are to be countersigned by the supervising doctoral-level school psychologist.

- d. Evaluation.** The SITE school or clinical psychology supervisor will:
- (1) evaluate each student at least three times during the period of the externship (September-June) by completing the dedicated student rating form, to be provided by the UNIVERSITY
 - (2) provide a letter attesting to the fact that the student has completed at least 600 hours and satisfied the requirements of the UNIVERSITY for school externship experiences.
 - (3) share the evaluations orally with the student, and provide it in written form to the SITE administrator, and UNIVERSITY Coordinator of Clinical Training and/or Associate Coordinator of Clinical Training
- e. Insurance.** The SITE agrees to maintain in force General Liability Insurance coverage for itself, its employees, agents and officers in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. In addition, the SITE agrees to maintain proof of a worker's compensation policy for its employees, agents and officers in accordance with State Law. If the SITE carries higher limits (including Excess Liability Coverage) then such limits must be shown on its Certificate of Insurance.

5. UNIVERSITY PROGRAM RESPONSIBILITIES

a. Administrative services and supports

- (1) Support: Appropriate administrative support for supervised externship training as described herein.
- (2) Orientation: Comprehensive orientation to the program curriculum regarding the purpose and nature of the externship experience, including but not limited to policies, philosophy, procedures, protocols, rules, and expectations.

b. Supervision. The designated Externship Coordinator shall provide the following:

UNIVERSITY,

- (1) Continuity: The Coordinator shall provide a continuity of supervision and supervised activities and experiences as described herein, acting as:
 - (a) the liaison between the student, SITE supervisor, the and the Course Instructor (if different from the Coordinator)
 - (b) the principal monitor of the student's professional development.
 - (c) a provider of information to the SITE supervisor regarding the individual skill attainment of the student prior to the initial externship placement.
- (2) Expertise: The Coordinator shall possess a Doctoral Degree in Clinical, School, and/or School-Child Clinical Psychology, and be licensed as a School Psychologist and/or independent practice as a Psychologist in the State of New Jersey.
- (3) Client contact: The Coordinator may recommend appropriate categories of client contact. To fulfill Externship course requirements, students need to provide psychological therapeutic services, conduct psycho-educational assessments and interpret them to parent(s) and staff, counsel students individually and/or in groups, participate consultation, and other areas of practice under the APA guidelines for psychologists or NASP Domains of Practice for school psychologists.
- (4) Documentation: The Coordinator shall:
 - (a) assure that the Externship student has Student Professional Liability Insurance prior to the start of externship.
 - (b) maintain documentation of the student's number of hours and NASP Domains of Practice activities based on the student's documentation provided to the SITE and PROGRAM as required and scheduled.
 - (c) monitor the student's progress based on the UNIVERSITY course and SITE Supervisor's evaluations.
 - (d) provide a final grade in the Externship course based on course and field work, evaluations, etc.
 - (e) apply for certification for the student from NJDOE upon successful completion of academic/externship requirements and demonstration of expected professional/ethical behaviors.
- (5) Disciplinary Actions: At the request of the SITE, the UNIVERSITY agrees to withdraw any student from the placement when notified by the SITE that the student is unacceptable to the 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 UNIVERSITY. i The Coordinator will act within UNIVERSITY guidelines to identify and address any disciplinary issues that are brought forward. The Ethical and Professional Guidelines of the UNIVERSITY and respective

accrediting bodies (NJDOE, NASP, APA) shall serve as the basis for such issues (See Appendices).

c. Insurance.

- (1) UNIVERSITY: The 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 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 SITE's premises should be referred for handling to the Attorney General, Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.
- (2) UNIVERSITY Students: Student are required to be covered by professional liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate limits. Upon request, Student or UNIVERSITY shall provide the SITE with documentation of such insurance coverage.

6. 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.

7. GENERAL PROVISIONS

- a. It is mutually agreed and understood that nothing in this agreement implies an employee/employer relationship between the UNIVERSITY Instructors or students and the SITE.
- b. Each party agrees to be responsible for its own actions and those of its officers, employees and agents.
- c. UNIVERSITY and the 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. 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.

- d. 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, County of Union, Law Division, and consent to same.
- e. **INDEPENDENT CONTRACTOR.** Both 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 SITE 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.
- f. **CONFIDENTIALITY.** Both UNIVERSITY and the 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 medical records policies and guidelines established and approved by the SITE, which shall be made available to the University's students.
- g. **NO DISCRIMINATION.** UNIVERSITY and the SITE mutually agree that no students shall be discriminated against on the basis of race, color, sex/gender, creed, age, national origin, nationality, ancestry, 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 disability for the purposes of this Agreement.
- h. **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.

- i. **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 SITE or Kean University, and this Agreement contains all the covenants and agreements between the parties with respect to this clinical 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.
- j. **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.
- k. **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.
- l. The SITE and UNIVERSITY will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.
- m. **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.
- n. **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.
- o. 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 SITE:

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

As to UNIVERSITY:

Jessica P. Trindade , Psy.D.
Director of Clinical Training

Advanced Studies in Psychology
Kean University
1000 Morris Avenue
Union, NJ 07083

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

KEAN UNIVERSITY

By: _____

Name: James F. Konopack, Ph.D.

Title: Dean, College of Health Professions and Human Services, Kean University

Township of Union Public Schools

By: _____

Name:

Title: