



Affiliation Agreement

Seton Hall University

and

Township of Union Public Schools

AGREEMENT made this 20th day of May, 2025 between Township of Union Public Schools _____, located at 2369 Morris Avenue, Union, NJ 07083 _____ (hereinafter the "**Site**") and Seton Hall University, through its College of Human Development, Culture, and Media, Department of Educational Studies, located at 400 South Orange Avenue, South Orange, New Jersey 07079 (hereinafter the "**University**").

WHEREAS, the University offers undergraduate and undergraduate degree programs in teacher preparation and seeks to enter into an affiliation with the Site for purposes of providing required supervised clinical experience or clinical practice (the "**Clinical Placements**") for University students in these degree programs (collectively, "**Interns**"); and

WHEREAS, the Site operates a facility at the above address and seeks to enter into an affiliation with the University in order to provide the University's Interns an opportunity to obtain Clinical Placements related to these programs.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

I. SITE RESPONSIBILITIES

1. Administrative Services and Support

The Site shall provide the following:

- a. Support. Administrative support including, but not limited to, resources and specific budgetary resources for the Clinical Placement as described herein.
- b. Orientation. Comprehensive orientation to the Site, including but not limited to, policies, philosophy, procedures, protocols, rules and expectations.

- c. Role Models. Commitment to provide a variety of role models that represent the diversity of professionals in the field. The Site will afford Interns the opportunity to interact with a diverse staff and student population whenever feasible.

2. Supervision

The designated teacher mentor/supervisor at the Site (“**Cooperating Teacher**”) shall provide the following:

- a. Continuity. The Cooperating Teacher shall be responsible for providing a continuity of supervision of the Intern and providing supervised activities and experiences as described herein. If the Cooperating Teacher is no longer able to supervise or terminates his/her relationship with the Site, the Site administration is responsible for securing, in a timely manner, a Cooperating Teacher who holds the credentials, training and experience required by the Clinical Placement, including any state regulatory requirements.
- b. Expertise. The Cooperating Teacher shall be a clearly designated, licensed professional appropriate for the Clinical Placement.
- c. Mentorship. The Cooperating Teacher shall actively participate in the preparation of the Intern; provide constructive and timely feedback to the Intern; establish goals early in the Clinical Placement for the Intern so they have an opportunity to reach those goals by the conclusion of the Clinical Experience/Internship; and communicate regularly with the Intern to discuss their development and share observations, experiences and recommendations about the Clinical Placement.
- d. Documentation. The Cooperating Teacher shall certify and approve the number of Intern hours to the Site and University, based upon the Intern’s documentation.
- e. Disciplinary Actions. The Cooperating Teacher will inform the Intern, Site administration, and the University’s Office of Fieldwork and Certification of potential disciplinary issues in a timely manner. The Professional Codes and Standards of the respective accrediting bodies and Site, University and program policies and procedures shall serve as the bases for such issues.
- f. Evaluation. The Cooperating Teacher shall provide evaluation(s) of each Intern at intervals specified by the degree program in which the Intern is enrolled.

3. Supervised Activities and Experiences

The Site shall provide supervised training activities/experiences that are:

- a. Integral to the regular performance of the Site's normal professional functions, duties and responsibilities.
- b. Affirming of, and demonstrating a high regard for, human dignity. Interns 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 entities.
- c. Continuous and sequenced in an organized manner and encompass a variety of presenting problems.

- d. Consistent with the fulfillment of minimum hours and categories of student contact as required by the Intern's respective degree program.
- e. Necessary to meet requirements established by state policy-making boards.
- f. No Intern shall be required to participate in any experience or activity that is contrary to the Catholic mission of the University.

4. **Evaluation**

- a. Each Intern will be evaluated according to clearly pre-defined criteria and a schedule as specified in the Seton Hall University Clinical Placement Handbook.
- b. Evaluations will be shared with the University's Office of Fieldwork and Certification as well as the Intern.

5. **Data Security Requirements to Protect the Confidentiality of Intern Education Records**

- a. **Protection of Confidential Data.** The Site agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receive education record information from the University may use the information, but only for the purposes for which the disclosure was made.
- b. **Definition.** Covered data and information ("CDI") includes paper and electronic Intern education record information, including evaluations: 1) supplied by the University and/or the University's Intern to the Site or 2) created by the Site in connection with this Agreement between the parties.
- c. **Acknowledgment of Access to CDI.** The Site acknowledges that this Agreement allows the Site access to CDI.
- d. **Prohibition on Unauthorized Use or Disclosure of CDI.** The Site agrees to hold CDI in strict confidence. The Site shall not use or disclose CDI that it creates or is received from, or on behalf of, the University (or its Intern) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. The Site agrees not to use CDI for any purpose other than the purpose for which the disclosure or creation was made.
- e. **Return of CDI.** Upon termination, cancellation, expiration or other conclusion of this Agreement, the Site shall return all CDI to the University or, if the CDI was provided by a Intern, the Site shall return the CDI to the Intern.
- f. **Maintenance of the Security of Electronic Information.** The Site shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its Interns, or created by the Site. These measures will be extended by contract to all subcontractors used by the Site and shall survive the termination or expiration of this Agreement.

- g. Remedies. If the University reasonably determines in good faith that the Site has materially breached any of its obligations under this Data Security Section, the University, in its sole discretion, shall have the right to terminate this Agreement immediately if cure is not possible.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. The Site shall, within one (1) day of discovery, report to the University any use or disclosure of CDI not authorized by this Agreement or in writing by the University. The Site's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Site has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure and (v) what corrective action the Site has taken or shall take to prevent future similar unauthorized use or disclosure. The Site shall provide such other information, including a written report, as reasonably requested by the University.
- i. Indemnity. Notwithstanding anything to the contrary in this Agreement, the Site shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University's costs and attorney fees, which arise as a result of the Site's failure to meet any of its obligations under this Data Security Section.

6. Insurance

- a. Throughout the term of this Agreement, the Site agrees to provide and maintain general liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate, per year, for its own employees, staff and volunteers participating in the Program. The Site shall provide the University with evidence of such coverage upon request. The Site further agrees to include and list the University as an additional insured and shall not cancel said policies of insurance without providing the University thirty (30) days advance written notice thereof. The insurance coverage provided to the University as an additional insured shall be primary and non-contributory.
- b. The Site shall comply with any and all requirements under applicable workers compensation laws with respect to coverage for Site employees in connection with their activities under this Agreement.

7. Representation and Warranty

- a. The Site represents and warrants to the University that the Site and its members, directors, officers, employees, Site supervisors and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to the Site's knowledge, there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Site or Personnel from Government Payor Programs or may be cause for listing on the GSA List.
- b. The Site shall inform the University if: (i) a claim or suit is brought against the Site supervisor for alleged malpractice or professional liability; (ii) the Site supervisor's license has been suspended, revoked or placed on probation by a licensing board, board of examiners or any other governmental entity that regulates their profession; or (iii) the Site supervisor is convicted of a misdemeanor or felony.

- c. The Site agrees to notify the University of any suspension or exclusion from Government Payor Programs under Section 7.a. above or any allegation or action in connection with the Site supervisor under Section 7.b. above, within three (3) business days of the Site's first learning of it. The University shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

8. Complaint Procedure

- a. It is the responsibility of the Site to provide and maintain a safe environment for Interns and any University faculty at the Site and to establish procedures by which Interns and University faculty at the Site may report inappropriate actions occurring at the Site, including but not limited to claims of discrimination, sexual harassment, sexual misconduct, retaliation and/or whistleblowing. The Site shall take prompt and effective steps to investigate, eliminate and prevent both recurrence of any inappropriate actions and any retaliation against anyone involved in the review of any such claims. The Site shall keep the University apprised of its investigation and findings so that University can evaluate the actions taken in order to determine the University's course of action.

II. UNIVERSITY RESPONSIBILITIES

1. Administrative services and support

The University shall provide the following:

- a. Support. Appropriate administrative support for the supervised Clinical Placement as described herein.
- b. Orientation. General orientation to the Interns, Cooperating Teachers and other appropriate Site administrators regarding the purpose and nature of the Clinical Placement, including but not limited to the program curriculum, policies, philosophy, procedures, protocols, rules and expectations.

2. Supervision

The designated University clinical supervisor for the Clinical Placement (hereinafter "**Supervisor**") shall provide the following:

- a. Preparation and Continuity. The Supervisor will confirm goal setting with the Intern early in the semester; pre-plan classroom visits so that the Intern can arrange to teach during the observation; preview the Intern's lesson plans before an observation; provide constructive feedback regarding areas of strength and need for improvement; contact the Cooperating Teacher prior to the Supervisor's scheduled arrival; meet the principal or key Site administrator upon the Supervisor's first visit to the Site; assist the Cooperating Teacher in facilitating the developmental process of the Clinical Experience/Internship and the rights and responsibilities of the Supervisor; and confer with the Cooperating Teacher about the Intern's work and progress.
- b. Expertise. The Supervisor shall be a licensed professional appropriate to the degree program.
- c. Confidentiality. The Supervisor shall require that the Intern and employees of the University maintain the confidentiality of any education records relating to any student of the Site which they receive or create during the Clinical Experience/Internship and that confidential information belonging to the

Site is not removed from the Site.

- d. Disciplinary Actions. The Supervisor will address disciplinary issues raised by either party to this Agreement. The Professional Codes and Standards of the respective accrediting bodies and Site, University and program policies and procedures shall serve as the bases for such issues.

3. Insurance

- a. Throughout the term of this Agreement, the University agrees to provide and maintain general liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage for each Intern and faculty member participating in the required curriculum activities of the Clinical Placement at the Site in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate, per year. The University shall provide the Site with evidence of such coverage upon request.
- b. The University shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for University employees in connection with their activities under this Agreement.

III. INDEMNIFICATION

1. University agrees to defend, indemnify and hold harmless the Site, its directors, trustees, officers, employees and agents from and against any and all third-party claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the University and/or its Regents, Trustees, officers, employees, or Interns in connection with their responsibilities under this Agreement.
2. In addition to its indemnity responsibilities in connection with data security under Section I.5, the Site agrees to defend, indemnify and hold harmless the University, its Regents, Trustees, officers, employees, Interns and agents from and against any and all third-party claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of conditions existing at the Site or the negligent acts or omissions of the Site and/or its directors, trustees, officers, employees or agents in connection with their responsibilities under this Agreement. If the University incurs any expenses, including but not limited to attorneys' fees, in connection with enforcing the Site's obligation to defend, indemnify and/or hold the University and/or its Interns harmless, the Site agrees to reimburse the University for any and all such expenses.
3. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.
4. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit or demand.

IV. JOINT RESPONSIBILITIES

1. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer relationship between University instructors or Interns and the Site. The parties shall be independent contractors with respect to each other.
2. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey.
3. The parties shall not discriminate against any person or group of persons on the basis of race, color, religion, age, national origin, ancestry, sex, gender, pregnancy, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity and/or expression, handicap and disability, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other status or condition protected by applicable federal or state statutes.
4. All matters of material concern to the Site or University in connection with the Clinical Placement and/or this Agreement shall be discussed by the parties as the need to do so arises.
5. All notices to the parties must be in writing, signed by the party giving it, and shall be deemed delivered when delivered in person or three (3) days after deposit in the United States mail, postage prepaid, addressed as follows:

University Representative

Bryan Crable, Ph.D.
Dean, College of Human Development, Culture, and Media
Dean's Suite, Jubilee Hall 4th floor
Seton Hall University
400 South Orange Avenue
South Orange, New Jersey 07079

Site Representative

Name & Title Ann Hart, Director of Special Projects
Site Township of Union Public Schools
Address 2369 Morris Avenue
City, State, Zip Union, NJ 07083

6. The term of this Agreement shall be from May 20, 2025 until June 30, 2027.
7. This Agreement may be terminated at any time by mutual written consent of the parties or it may be terminated by either party upon thirty (30) days' written notice to the other party at the address provided above. In the event of a nonconsensual termination of this Agreement by either party, such termination shall not become effective until the Interns then involved in the Clinical Placement have an opportunity to complete the current semester.

[Signature page follows]

In witness hereto, the parties affix their signatures.

SETON HALL UNIVERSITY

SITE

By: _____
Erik Lillquist, J.D.
Deputy Provost, Chief Administrative Officer
and Executive Vice President

By: _____
Print Name: **Ann Hart**

Date: _____

Date: **5/5/2025**

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