

Minutes of the proceedings of the **SPECIAL PUBLIC MEETING** held on Wednesday, August 12, 2020, in the virtually via the Zoom app on the district website, at 7:00 PM. *Dr. Ardie Walser, Board President, presided.*

**I. Salute to the Flag**

**II. Presiding Officer's Meeting Notice Statement**

"I hereby call to order the Special Public Meeting of the Teaneck Board of Education, held on Wednesday, August 12, 2020, virtually via the Zoom app on the district website, at 7:00 PM. Adequate notice of this meeting has been sent to the Record, filed with the Municipal Clerk and posted on the school district website at [www.teaneckschools.org](http://www.teaneckschools.org), on August 10, 2020."

**III. Roll Call**

<b>Board Member</b>	<b>Present</b>	<b>Absent</b>
Ms. Burns (Linda)	x	
Ms. Fisher (Victoria)	x	
Mrs. Rappoport (Sarah)	x	
Mr. Reiner (Gerald)		x
Mr. Rodriguez (Sebastian)	x	
Mr. Rose (Howard)	x	
Ms. Sanders (Denise)	x	
Dr. Walser (Ardie)	x	
Mrs. Williams (Clara)	x	

**IV. Reaffirmation of 2019-2020 District Goals**

**V. Superintendent's Report (If Needed)**

Superintendent's Report

Per the Governors news conference all districts have the option to go all virtual if the districts do not meet the safety standards. The district will have to prepare and submit the recommendation to the county for approval. We are also working on the Drop In center who parents who have to go into work and will not have childcare available. The students will be served breakfast/lunch and provide instruction while maintaining social distancing.

Board members discussed at length on what the pros and cons are for the district going all virtual in September 2020. Dr. Walser and the Board members support the recommendation of the

## **VI. Public Comment (agenda ONLY)**

Danielle Gee, parent, teacher

Thank you to the Board for getting through the agenda so quickly. Would like to give a shout out to the new principal Mr. LoGuidice, will miss Mr. Valdez. Have virtual learning concerns

Elizabeth Lynd, parent

Thank you to the Board and Superintendent and appreciate the time and effort you all put in. Electives are in the schedule for kids, what is the plan for it?

Debrah Blaiberg, parent

not happy with the virtual learning, parents need to be at work and children need to be in school and we are underestimating our children, the teachers can be in school with their masks on, kids need to be in school to school to thrive and have a healthy and emotional well-being.

Gerald Henry, parent, teacher

Thank you for all the hard work, there is a lot of anxiety with opening of schools, but what the district is doing is the right thing to do, its difficult and I applaud Dr. Irving for all the efforts

Nicole Charles, parent

Thank you for all the hard work, what is the plan for the Drop In Center, How is the district going to determine which families need assistance and which students are allowed to use this program

Elizabeth Stanton, parent

I appreciate Ms. Blaiberg's comments, How is the Drop In Center going to work? And what will happen at the end of the first semester with the Drop In Center

Mary Shepperd, parent

We would appreciate a parent workshop on the technology esp. for parents who are not tech savvy

Ms. Ambrisino, parent, teacher

I am a parent, an educator and had kids in the district. Mr. Henry was an excellent teacher, my kids were happy at the end of the day, We as teachers work hard, work smart and work all day although we are teaching from home we are still preparing and working hard for our kids. Thank you to all teachers who are working so hard for our students

## **VII. Presentation**

### **1. HIB Grades Presentation**

by Adrienne Williams, Substance Abuse coordinator

## **VIII. Board Committee Reports (As Available)**

Ms. Rappoport provided the Policy committee report

Ms. Sanders provided the Personnel committee report

## **IX. Agenda Items**

### **X. Public Comment (non-Agenda Items)**

### **XI. Executive Session (If Needed)**

Motion to approve motion#6 under personnel after Executive session

<b><i>Motion: S. Rodriguez</i></b>	<b><i>Second: H. Rose</i></b>			
<b><i>Board Member</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)				x
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Mr. Rodriguez motioned to adjourn the public meeting and convene into Executive session at 9:10pm. The motioned was seconded by Mr. Rose and carried by unanimous vote.

<b><i>Motion: S. Rodriguez</i></b>	<b><i>Second: H. Rose</i></b>			
<b><i>Board Member</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)				x
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

## **XII. Adjournment**

Mr. Rodriguez motioned to adjourn the meeting at 11:05pm and motioned was seconded by Mr. Rose and carried by an unanimous vote.

<b><i>Motion: S. Rodriguez</i></b>	<b><i>Second: H. Rose</i></b>			
<b><i>Board Member</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)				x
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Respectfully submitted,

Melissa Simmons  
Business Administrator/Board Secretary

## **Teaneck Public Schools**

**Mission:** The Teaneck Public School District educates and empowers students by providing a high-quality, rigorous educational experience which prepares students for success within a diverse, global society.

**Vision: The Teaneck Advantage: Educational Excellence for All**

### **Goals for 2019-2020**

**GOAL 1:** Teachers and administrators in the Teaneck Public Schools will further elevate academic programs by creating varied learning pathways and by improving student supports.

**GOAL 2:** The Teaneck Public Schools will continue to improve facilities and technology in support of 21st Century learning opportunities.

**GOAL 3:** The Teaneck Public Schools will execute effective communications and solidify quality relationships with educational partners within and throughout the community.

**GOAL 4:** The Teaneck Public Schools will create equitable and inclusive learning opportunities for all students.

**GOAL 5:** The Teaneck Public Schools will ensure operational excellence in hiring, developing and retaining staff.

**SCHOOL OPERATIONS and  
CURRICULUM**

**AUGUST 12, 2020**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following School Operations and Curriculum resolutions:

1. that the Board approve the attached contract with Seton Hall University to provide internship to Ms. Angela Avery-deVlugt at Benjamin Franklin Middle School for the 2020-2021 school year pending medical clearance and criminal history review.
2. **Whereas**, the Governor of the State of New Jersey has allowed districts to open schools to a fully virtual option as of September 8, 2020 which is the first day of school for students;

**Whereas**, the Board approved the submitted plan for an in-school hybrid model for September 8, 2020 on July 29 to the County office of the Department of Education;

**Whereas**, the Board supports the Teaneck Public School District Administration's ability to revise the July 29 Reopening Plan for the 2020-2021 school year to include an all remote/virtual school opening

**Be it Resolved**, that the Board authorizes the district administration to revise the plan submitted on July 29 to a virtual school model for board approval and county submission for opening schools for September 8, 2020.

<b>Motion: S. Rodriguez</b>	<b>Second: H. Rose</b>			
<b>Board Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)				x
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

**PERSONNEL****AUGUST 12, 2020**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Personnel resolutions:

1. that the Board approve the following certificated staff appointment, following a 90-day probationary period, effective dates as indicated, pending criminal history review:
  - a. Lynn Kessopha, Spanish Teacher, at an annual salary of \$57,000 (TTEA BA/ step 3) assigned to Teaneck High School, effective September 01, 2020 through June 30, 2021, replacing Virgil Madrinan, retired (PC#: 10-12-06/aiu).
  - b. Michael Miuccio, Special Education Teacher, at an annual salary of \$60,000 (TTEA MA/ step 1) assigned to Teaneck High School, effective 01, 2020 through June 30, 2021 replacing Faith Allen, retired (PC#: 10-12-34/air).
2. that the Board accept the resignation of the following staff members:
  - a. Jeremy LoVerde, Physical Education Teacher, Benjamin Franklin Middle School, effective October 01, 2020.
  - b. Paul Apolon, Executive Assistant, Human Resource Management, effective date August 14, 2020.
3. the the Board approve the retirement of the following staff members:
  - a. Hina Mehta, Library Media Specialist, Benjamin Franklin Middle School, effective October 01, 2020, 17 years of service.
4. that the Board rescind the appointment of the following individual for the 2020-2021 school year, effective immediately:
  - a. Julie Homa, September 01, 2020 through June 30, 2021, with benefits, assigned to Whittier Elementary School, replacing employee #5114.
5. that the Board approve the following long term substitute teacher at \$260 per-diem, after twenty-one days of employment, assigned to a non-tenure track position, effective date as indicated, pending criminal history review:
  - a. Kristen Babbe, September 01, 2020 through June 30, 2021, with benefits, assigned to Whittier Elementary School, replacing employee #5114.

6. that the Board approve the following certificated staff reassignment for the 2020-2021 school year, effective September 01, 2020:
  - a. Lottie Watson, Teacher Dean at Teaneck High School, reassign to Teacher on a Special Assignment, Central Administration Office.
  
7. that the Board approve the payment for 10 month secretaries, at their per diem rate, for services during the summer 2020, not to exceed the number of days indicated:

<b>Name</b>	<b>School</b>	<b>Number of Days</b>
Ruthann Aheam	Lowell	5
Betty Ball	Whittier	5
Barbara Jenner	Hawthorne	5
Shantelle Grateneau	Teaneck High School	5

Motion to table #6 under Personnel

<b><i>Motion: S. Rodriguez</i></b>	<b><i>Second: H. Rose</i></b>			
<b><i>Board Member</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)				x
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Motion to approve all items #1-5 and #7 under Personnel

<b><i>Motion: S. Rodriguez</i></b>	<b><i>Second: H. Rose</i></b>			
<b><i>Board Member</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Ms. Burns (Linda)	x			
Mrs. Fisher (Victoria)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)				x
Mr. Rodriguez (Sebastian)	x			
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			



## Affiliation Agreement

Seton Hall University

and

\_\_\_\_\_ Benjamin Franklin Middle School Teaneck Board of Education \_\_\_\_\_

AGREEMENT made this 9 day of April , 2020 ,  
between Benjamin Franklin Middle School/Teaneck Board of Education ,  
located at 1315 Taft Road, Teaneck, NJ 07666  
(hereinafter the "Site") and Seton Hall University, through its College of Education and Human Services, Department of Professional Psychology and Family Therapy, located at 400 South Orange Avenue, South Orange, New Jersey 07079 (hereinafter the "University").

WHEREAS, the University offers graduate programs in counseling, psychology, and marriage and family therapy and seeks to enter into an affiliation with the Site for purposes of providing clinical experiences for University students in these degree programs; 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 students an opportunity to obtain clinical experience related to these programs (the "Practicum/Internship").

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 Practicum/Internship 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 roles models that represent the diversity of professionals in the field. The Site will afford students the opportunity to interact with a diverse

staff and client/patient population whenever feasible.

## **2. Supervision**

The designated supervisor at the Site shall provide the following:

- a. Continuity. The supervisor shall be responsible for providing a continuity of supervision of the University's students and providing supervised activities and experiences as described herein. If the supervisor 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 supervisor who holds the credentials, training and experience required by the Practicum/Internship.
- b. Expertise. The supervisor shall be a clearly designated licensed or license-eligible professional appropriate to the degree program.
- c. Client welfare. The supervisor shall ensure that the Site personnel provide clinical direction and supervision to the students participating in the Practicum/Internship. Site personnel are responsible for all client/patient contact and patient care and all decisions regarding patient care. In the event of a difference of opinion concerning the care of a patient, the decision of Site personnel shall prevail and control all parties involved.
- d. Documentation. The supervisor shall monitor, verify or certify and approve the number of student hours and appropriate categories of client contact, based upon the student's documentation, to the Site and University.
- e. Disciplinary Actions. The supervisor will inform the student, Site administration, and Program Clinical Coordinator of potential disciplinary issues in a timely manner. The Ethical and Professional Guidelines of the respective accrediting bodies and Site and University policies and procedures shall serve as the bases for such issues.
- f. Evaluation. The supervisor shall provide evaluation(s) of each student at intervals specified by the degree program in which the student 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. 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 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 client/patient contact as required

by the student's degree program.

- e. Facilitative of audio and videotaping of student interaction with clients, if appropriate to client welfare, and not prohibited by Site policy.
- f. Conducive to opportunities for research in applications of theory and practice, if possible and practical.
- g. Necessary to meet requirements established by state policy-making boards.
- h. No student shall be required to participate in any experience or activity that is contrary to the Catholic mission of the University.

#### **4. Evaluation**

- a. Each student will be evaluated according to clearly pre-defined criteria and a schedule as specified in a separate document provided by the University to the Site supervisor.
- b. Evaluations will be shared verbally with the student and provided in written form to the administration of the Site, the student and the Program Clinical Coordinator.

#### **5. Data Security Requirements to Protect the Confidentiality of Student 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 student education record information, including evaluations: 1) supplied by the University and/or the University's students 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 students) 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 student, the Site shall return the CDI to the student.
- 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 students, 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 students and any University faculty at the Site and to establish procedures by which University students or 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 Practicum/Internship as described herein.
- b. Orientation. General orientation to the Site supervisor regarding the degree program, its requirements, objectives and the purpose and nature of the Practicum/Internship experience, including but not limited to policies, philosophy, procedures, protocols, rules and expectations.

### **2. Supervision**

The designated Program Clinical Coordinator (hereinafter "Coordinator") shall provide the following:

- a. Continuity. The Coordinator shall monitor supervision and supervised experiences by communicating with the Site supervisor and other relevant Site personnel and serving as the liaison among the Site supervisor, the University, the student(s) and the course instructor of the Practicum/Internship (if different from the Coordinator).
- b. Expertise. The Coordinator shall be a licensed or license-eligible professional appropriate to the degree program.
- c. Client contact. The Coordinator may recommend to the Site supervisor, appropriate categories of client contact.
- d. Documentation. The Coordinator shall maintain records of the number of each student's hours and

categories of client contact, based upon each student's documentation, available to the Site and University.

- e. Disciplinary Actions. The Coordinator will address disciplinary issues raised by either party to this Agreement. The Ethical and Professional Guidelines of the respective accrediting bodies and Site and University policies and procedures shall serve as the bases for such issues as well as University and Program policies.
- f. It is understood by the parties that the University will not be required to provide any on-Site supervision.

### 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 student and faculty member participating in the required curriculum activities of the Practicum/Internship 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 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 negligent acts or omissions of the University and/or its regents, trustees, officers, employees, students or agents 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, students and agents from and against any and all 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 students 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 students 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 on the basis of race, creed, color, religion, veteran's status, marital status, gender, pregnancy, age, national origin, ancestry, affectional or sexual orientation, disability, gender identity or expression, domestic partnership or civil union status, genetic information or membership in any other group protected by state or federal law.
4. All matters of material concern to the Site and University in connection with the Practicum/Internship 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

Maureen Gillette, Ph.D.  
Dean, College of Education and Human Services  
468 Jubilee Hall  
Seton Hall University  
400 South Orange Avenue  
South Orange, NJ 07079

Site Representative

Name & Title Eve Klein  
Site Benjamin Franklin Middle School  
Address 1315 Taft Road  
City, State, Zip Tearneck, NJ 07666

6. The term of this Agreement shall be from 5/1/2020 until 4/31/2022.
7. This Agreement may be terminated at any time by mutual 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 students then involved in the Practicum/Internship have an opportunity to complete the current semester.

In witness hereto, the parties affix their signatures.

SETON HALL UNIVERSITY

SITE

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

Karen E. Boroff, Ph.D.

Interim Provost and Executive Vice President

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

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

Print Name: \_\_\_\_\_

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

October, 2019