

MEMORANDUM OF UNDERSTANDING

**between
New York University
and the
Newark Board of Education**

The terms and conditions in this Memorandum of Understanding (“MOU”) will govern and take precedence over any other Agreement by and between **NEW YORK UNIVERSITY**, on behalf of the Steinhardt School of Culture, Education, and Human Development (New York, NY) located at 82 Washington Square East, 5th Floor, New York, NY 10003 (“Partner”) and **THE NEWARK BOARD OF EDUCATION** (the “Board”) located at 765 Broad Street, Newark, NJ 07102.

WHEREAS, Partner is licensed and registered in the State of New Jersey to engage in the business of providing Communicative and Speech Therapy and

WHEREAS, Partner’s staff has the education, certification, training and/or work experience in this area so as to be able to provide these services responsibly; and

WHEREAS, the Board voluntarily desires to allow Partner to provide such services to the Board.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and Partner hereby agree as follows:

SCOPE OF SERVICES: Please see Addendum A

ADDITIONAL TERMS

1. New Jersey Law - The MOU shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

2. Criminal History Background Checks - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this MOU. The services under this MOU shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this MOU.

3. Funding - This MOU is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this MOU does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractor, agent or representative under this MOU.

4. Confidentiality – Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.

5. Indemnification - In addition to any liability or obligation to the Board that may exist under any other provision of this MOU or by statute or otherwise, Partner shall be liable to and hereby agrees to indemnify, save and hold harmless the Newark Board of Education, the Superintendent, its Board and any of its employees, agents and representatives from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the school district or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Partner or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this MOU and the work performed under them including but not limited to any negligence or willful misconduct of Partner its agents, servants, employees, officers, partners, consultants or subcontractors.

6. Term/Termination for Convenience – The term of this MOU shall be in effect for 3 year(s) for the 2021 - 2024_ school year. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon ten (10) days written notice to the other party.

7. Commercial Insurance - Partner shall procure and maintain for the duration of the MOU commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by Partner, or its agents, representatives, employees or subcontractors. Partner represents and warrants that all work provided hereunder will be performed by persons who are licensed, certified and experienced to furnish the Board with these services. This MOU shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement.

The Newark Board of Education is to be added as an **additional insured** but only as our interests may appear on all Certificates of Insurance as indicated below.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey and as indicated in I.5.1.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

8. Independent Entities - None of the provisions of the MOU are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the MOU. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

9. Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

10. Compliance with Board Policies and Procedures - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

11. Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

IN WITNESS WHEREOF, Partner has caused these Certifications, Representations and Special Conditions to be signed by its authorized officer.

NEW YORK UNIVERSITY

NEWARK BOARD OF EDUCATION

By: _____
Date

By: _____
Date

Print Name: Zachary Klim

Dawn Hayens

Title: Executive Director, GLOBAL AFFAIRS
& EXPERIENTIAL LEARNING
STEINHARDT SCHOOL OF CULTURE,
EDUCATION, AND HUMAN DEVELOPMENT

Board President

Addendum A

SCOPE OF WORK/SERVICES TO BE PROVIDED

SCOPE OF WORK/SERVICES TO BE PROVIDED

Consultant/Professional will provide Speech-Language Pathology (SLP) intern services to district students with special needs. In general the Consultant/Professional will provide consultation, collaboration, speech and language assessment, and speech and language services to District students where their services are required under State and Federal special education laws. New York University – Steinhardt, Department of Communicative Sciences and Disorders (NYU CSD) has an approved Speech-Language Pathology curriculum and such curriculum includes clinical practicum/internship education to NYU CSD students that requires the use of facilities such as is available in the District.

DEFINITIONS:

The Scope of Practice: The scope of practice in speech-language pathology in public school settings includes qualifications of the speech-language pathologist (SLP), professional roles, and activities and responsibilities of both the NYU CSD student and SLP/supervisor.

Speech-Language Pathologist (SLP): The speech-language pathologist is the professional who engages in clinical services, prevention, advocacy, education, administration, and research in the areas of communication. Speech-language pathologists, as defined by American Speech-Language- Hearing Association (ASHA), are professionals who hold the ASHA Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP), which requires a master's, doctoral, or other recognized post baccalaureate degree. SLPs hold other required credentials where applicable (e.g., state licensure, teaching certification, specialty certification).

School-Based SLP: The mission of the school-based SLP is to improve the communication abilities of students so that they may meet the academic standards and the communication demands of participating in the classroom environment. The school-based SLP addresses communication skills in the following areas: speech sound production, resonance, voice, fluency, language, (comprehension and expression) and cognition. The professional roles and activities in speech-language pathology include clinical/educational services (diagnosis, assessment, planning, and treatment), prevention and advocacy, education, and administration.

SLP-NYU CSD Student Relationship: The NYU CSD student participates in all the above activities with the supervisor. The supervisor who supervises the NYU CSD student cannot delegate the responsibility for clinical decision making and management of the NYU CSD student. The legal and ethical responsibility for persons served remains with the supervisor. However, the NYU CSD student can, as part of the educational process, make client management recommendations and decisions pending review and approval by the supervisor. Further, the supervisor must inform the client or client's family of the qualifications and credentials of the NYU CSD student supervisee involved in the provision of clinical services.

All supervised clinical activities provided by the NYU CSD student must fall within the scope of practice for the specific profession to count toward the NYU CSD student's certification. The supervisor must achieve and maintain competency in supervisory practice as well as in the disability areas for which supervision is provided. The amount of supervision provided by the ASHA-certified supervisor must be commensurate with the NYU CSD student's knowledge, experience, and competence to ensure that the welfare of the client is protected. ASHA requires the supervisor to provide visual supervision of 25% of treatment and diagnostic sessions, and to be physically present on site while the NYU CSD student is present, even if the NYU CSD student is

performing paperwork or planning only. If a supervisor is absent for personal or professional reasons at any time, another qualified SLP holding current CCCs and state license must be onsite and available as the designated supervisor.

PROJECTED HOURS:

The NYU CSD student is responsible for keeping track of his/her own hours and for communicating with the SLP and the NYU CSD Clinic Director if s/he is not accruing adequate hours. NYU CSD students are encouraged to clarify with their supervisor what activities can be counted towards their total hours, as the supervisor bears ultimate responsibility in signing off on those hours.

First-years, fall/spring semester: 2 days/week for 14 weeks. Provide 25 hours observation. Once this is completed, the NYU CSD student may begin direct clinical contact with familiar clients and disorders, performing evaluations and treatments under supervision. The target for the first year is 25 observation hours and 70-100 direct contact clock hours, including diagnostic and treatment experience. NYU CSD students at public school placements are expected to accrue a minimum of 100 direct clock hours.

Second-years, fall semester: 3 days/week for 14 weeks. The target for direct clock hours is 80-100 hours, including diagnostic and treatment experience. Depending on the NYU CSD student's familiarity with the clinical setting, s/he may require a period of observation and transition to greater independence.

Second-years, spring semester: 30 hours/week for 14 weeks. The target for direct clock hours is 150-200 hours, including diagnostic and treatment experience. Depending on the NYU CSD student's familiarity with the clinical setting, s/he may require a period of observation and transition to greater independence.

PLACE OF PERFORMANCE:

The clinical placement will take place in the SLP's school of practice. It could include any of the District's K-12 schools, including any preschool sites (CDC and/or Head Start).

The supervisor must also ensure that the NYU CSD student supervisee maintains confidentiality of client information and documents client records in an accurate and timely manner. Graduate clinicians will comply with HIPAA and FERPA regulations for clinical placements and academic instruction, maintaining client privacy and confidentiality at all times. All client records/documentation shall remain at supervisor's school site. NYU CSD students under no circumstances are to take client records/documentations (IEPs, data logs).

SUPERVISOR'S RESPONSIBILITIES:

Prior to the Clinic Assignment:

- Exchange contact information with the graduate NYU CSD student.
- Agree on a daily/weekly schedule.
- Provide orientation to the site and introductions to other personnel.
- Explain any idiosyncrasies about the site, (e.g., parking issues, how to sign in, where to find things such as the restroom or staff lounge/lunch room).

- Review all policies and procedures pertinent to the field placement site, including safety procedures, confidentiality and security of records; provide the NYU CSD student with hardcopy/electronic copies as appropriate.

Initial Stages:

- Conduct a pre-clinic conference with the graduate NYU CSD student and discuss each others' roles and expectations for the experience.
- Establish goals for the NYU CSD student's clinical skills.
- Plan time for the NYU CSD student to observe you performing diagnostics, therapy, and other activities, as applicable.
- Plan time for the NYU CSD student to review tests and materials used frequently at the site and to read examples of written documentation.
- Before the graduate NYU CSD student administers any diagnostic test, plan time for her/him to observe you (or another SLP) administering the same instrument.
- Discuss format and provide examples of daily documentation, including Progress/SOAP notes. *(Note: If the site does not routinely require daily notes, the graduate NYU CSD student shall provide daily documentation in order to bolster those skills for the sites that do require documentation).*
- Discuss format and provide examples of other pertinent documentation (e.g., consents, orders, notices, reports, IEPs etc.)

Daily/Weekly:

- Provide a daily or weekly schedule of clinical activities.
- Allow the NYU CSD student time for preparation prior to and documentation immediately following sessions.
- Provide verbal and/or written feedback frequently; every clinical activity observed should generate some level of feedback and/or discussion. Please provide written comments on their clinical performance at least once a week.
- Suggest reading (e.g., texts, journal articles, handouts), as appropriate, to facilitate understanding of the nature of specific disorders or therapeutic/diagnostic procedures.
- Provide specific suggestions for changes in therapeutic and/or evaluation procedures.
- Assist the graduate NYU CSD student in problem-solving and self-evaluation, as knowledge and skill development deem appropriate.
- Allow the NYU CSD student to observe and participate in SLP functions other than treatment and evaluation (e.g., meetings, conferences, consultations).
- Co-sign all NYU CSD student documentation.

- Demonstrate, and whenever possible, allow the NYU CSD student to perform the following:
 - Planning of daily/weekly schedule
 - Time-management skills
 - Selection of activities and materials appropriate to the client's goals
 - Development and modification of long-term and short-term goals
 - Assessment of clients' progress towards long-term and short-term goals
 - Written progress reports
 - Selection of testing materials prior to evaluations

- Scoring/interpretation of tests
- Documentation of evaluation results
- Verbal review of evaluation findings or progress reports with clients, families and other professionals
- Participation in at least one IEP meeting
- Collaboration and interaction with other professionals

NYU CSD STUDENT'S RESPONSIBILITIES:

- Be punctual and prepared for all clinical duties.
- Inform the clinic director and supervisor in writing of absences.
- Observe the site's policies.
- Adhere to appropriate dress code guidelines.
- Demonstrate a commitment to learning by seeking new ideas, trying out new methods and completing all assignments.
- Seek feedback, accepting constructive criticism and implementing suggestions.
- Demonstrate self-advocacy by asking questions, seeking clarification and addressing concerns in a timely manner.
- Place professional duties above personal convenience.

When representing NYU CSD and the Department of Communicative Sciences and Disorders, NYU CSD students will be held to the highest personal and professional standards, described below:

- Prohibited or severely limited use of personal cell phones and email during clinic.
- Prohibited mention of clinical experiences on social networking forums.
- Adherence to strict personal ethics, including refraining from gossip, emotional displays and sharing of NYU CSD students' own personal situations.
- Compliance with ASHA's Code of Ethics.
- Respect for client confidentiality at all times. NYU CSD students may not discuss clients with those not involved with their case. The only exception is during review of clinic experiences in class; however, no identifying information about the client is to be shared.

SCHEDULE/MILESTONES:

The supervisor and NYU CSD student will be sent a semester schedule with important dates.

Mid-Term Milestone:

- Encourage the graduate NYU CSD student to continuously assume greater responsibility for the caseload in accordance with her/his knowledge and skill development.
- Continue to facilitate observation of on-site supervisor and other professionals in unfamiliar settings or challenging diagnoses.
- Continue to monitor the development of the graduate NYU CSD student's written documentation and verbal interactions with team members, clients, and families/caregivers.
- Conduct a mid-term review conference using the mid-term "Performance Evaluation" located on CALIPSO
- Provide a mid-term recommendation of "Pass" or "Fail" to NYU CSD faculty based on the following criteria:

- The graduate NYU CSD student's clinical performance to date.
- The quality of the documentation completed by the graduate NYU CSD student to date.
- The graduate NYU CSD student's overall growth and level of professionalism to date.

Conclusion of Clinic Assignment Milestone:

- Ensure that all written documentation, including progress reports, is completed to support transition of full caseload back to clinical site supervisor.
- Conduct a final review conference using the final "Performance Evaluation" located on CALIPSO
- Provide a final Pass or Fail recommendation to NYU CSD faculty based on the following criteria:
 - The graduate NYU CSD student's clinical performance to date.
 - The quality of the documentation completed by the graduate NYU CSD student to date.
 - The graduate NYU CSD student's overall growth and level of professionalism to date.
- Electronically sign "NYU CSD Record of Speech-Language Pathology Clinical Clock Hours" on CALIPSO.

ACCEPTANCE CRITERIA:

- Examples of written documentation, including but not limited to progress reports, IEPs, assessment report to the satisfaction of District supervisor.
- Completion of final review conference to the satisfaction of District supervisor.
- Signature on "NYU CSD Record of Speech-Language Pathology Clinical Clock Hours" as verified by District supervisor.