



DREW UNIVERSITY / MADISON NJ

**Memorandum of Agreement
between
Drew University Master of Arts in Teaching Program
and
The Newark Board of Education**

THIS AGREEMENT is entered into as of the ____ day of _____, 20__ between the Newark Board of Education, having an address of 765 Broad Street, New Jersey 07102 (hereinafter referred to as “District” or “Board”) and DREW UNIVERSITY, having an address of 36 Madison Avenue, Madison, New Jersey 07940 (hereinafter referred to as “University” or “Partner”).

WHEREAS, the University has an accredited education program that requires its students to complete classroom teaching instruction under clinical supervision; and

WHEREAS, the District is willing to make its schools available for the clinical learning experience of the University’s students; and

WHEREAS, the University and District desire to establish the terms and conditions in which the University’s students shall complete their clinical learning experience;

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

1. Term. This Agreement shall be in effect for a period of one (1) year commencing on June 1, 2024 and terminating on May 31, 2025. Upon mutual agreement from both parties within thirty (30) days of the termination date, the Agreement may be extended for two (2) additional one (1) year terms.

2. Termination.

- A. At any time during the term of this Agreement, the parties may terminate this Agreement with or without cause and without penalty by providing at least sixty (60) days advance written notice to the other or upon mutual consent of the parties.
- B. In the event of a material breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the

receipt of such written notice, the other party may, at its sole option, terminate this Agreement.

3. University Responsibilities. The University shall use best efforts for:

A. Oversight of Clinical Interns and Candidates Completing Field Experiences

- I. Provide information to the District regarding the requirements of clinical interns and the number and certification areas of interns that require full-year placements.
- II. Provide and maintain University student records and reports necessary for conducting the interns' clinical learning experiences.
- III. Confirm that interns have completed background checks and/or substitute licensing.
- IV. Communicate with the District regarding field experience visits and collaboratively determine scheduling.
- V. Enforce rules and regulations governing University students and/or interns.
- VI. Instruct its faculty members and students to abide by the rules, regulations, and requirements of the District and University.
- VII. Withdraw any University student from the placement at the request of the District for sufficient cause, subject to applicable statutes and University policies.
- VIII. Assume responsibility for the evaluation of University students, and of courses previously taken, to determine the applicability for degree and/or certification recommendations.
- IX. Provide clinical interns with consent forms for the required certification assessment and instruct them to follow District policies in securing parental consent.

B. Professional Development Opportunities

- I. Provide materials, orientation opportunities and professional development to mentor teachers.
- II. Make available to the District faculty and administration opportunities for professional development and to inform the District staff of available University resources and when possible, offer reduced or complimentary registrations.
- III. Provide priority consideration for District faculty to participate in invitational institutes and professional development activities, grant-funded initiatives, and teaching and committee assignments at the University.
- IV. Employees of partner schools will receive an "Educator Scholarship" for the Master of Education or MAT and endorsement programs that represent a discount in tuition. This benefit will be re-calibrated every year as tuition changes, and the University will disclose the current annual scholarship amount by April 15 each year for the upcoming academic year.

4. District Responsibilities. The District agrees to:

- A. Make available their facilities during normal business hours for clinical experiences and internships of teacher candidates enrolled in courses at the University.
- B. Arrange clinical experience visits collaboratively with the University.
- C. Attempt to accommodate early stage observation hours consisting of no less than one hour and no more than 35 hours per academic year.
- D. Provide access to the facilities for University faculty and supervisors during normal business hours. Any University faculty and/or supervisor that wishes to access the District

facilities must seek approval from the District Administration at least twenty-four (24) hours prior to visiting the facilities to ensure no scheduling conflicts and/or issues are present.

- E. Provide reasonable classroom, conference, and storage space for clinical interns to complete the work of the internship and to meet with University faculty and supervisors.
- F. Permit, upon reasonable request, the review of the clinical and related facilities by agencies charged with the responsibility for accreditation of the University.
- G. Host on-site, upon reasonable request, pre-service courses for University teacher education candidates designed to enhance effectively the application of academic coursework to actual teaching practices.
- H. Allow access to classrooms to conduct research projects with prior approval by the appropriate personnel in the school system.
- I. Intentionally omitted.
- J. Provide District email addresses and access to District learning management systems for University teacher candidates during their clinical practice internships. This electronic and/or technological access may be restricted to necessary tools for teacher candidates to teach and assess District students.

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

6. Policies and Procedures. The University and the District agree to comply with the policies set forth in the MAT Program Clinical Fieldwork Handbook. The handbook delineates the responsibilities of University students, University supervisors/clinical instructors and District school and cooperating teachers.

7. Insurance. Insurance requirements for University and District are as follows:

- A. The District: District shall obtain or maintain at its own expense during the term of this Agreement, and any renewal thereof, a comprehensive liability insuring against any and all claims for bodily injury or death and property damage resulting from liabilities arising from the operation by its officers, employees, students, staff and agents under this agreement. Such policy shall protect the District, its officers, employees, students, staff and agents with limits of not less than the following:
 - I. **Commercial General Liability:** \$1 Million per occurrence (Coverage to include on-site instruction activities and performance);
 - II. **Auto liability:** \$1 Million per occurrence/combined single limit (If vehicles come on campus);
 - III. **Workers Compensation:** Statutory benefits applicable where work will take place: Employer's Liability and Occupational Disease at \$1 Million each; and
- B. University: The 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 the Certificates of Insurance for Comprehensive General Liability Insurance and Sexual Misconduct policies indicated below.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- i. 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.
- ii. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
- iii. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.
- iv. Personal Injury \$1,000,000; Each Occurrence Combined Single Limit for Bodily Injury and Property Damage \$1,000,000;
- v. Excess Umbrella Liability \$4,000,000.
- vi. Sexual Misconduct \$1,000,000.

8. Indemnification. In addition to any liability or obligation to the Board that may exist under any other provision of this Agreement 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 the negligence or willful misconduct of Partner its agents, servants, employees, officers, partners, students, consultants or subcontractors under this Agreement.

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

10. Independent Contractor Status. Both District and University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be

established hereby expressly or by implication between District and University. Each of the parties to this Agreement shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.

11. Confidentiality. Both University and District shall at all times comply with standards of documentation and confidentiality mandated by state and federal laws and regulations, as same may be modified and amended from time to time. 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 Partner is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this MOU, Partner agrees that it will either return all such confidential information/data to the Board within 30 days of the end of the term of this MOU or termination date if terminated by the Board, or that Partner will destroy any such confidential information/data within 30 days of the end of the term of this MOU or termination date if terminated by the Board. To the extent that Partner has access to any Board generated materials or documents as a result of this MOU, Partner agrees that it will similarly either return any such Board generated materials or documents to the Board, or destroy them, within 30 days of the end date of this MOU. Partner acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this MOU. 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.

Both parties agree to comply with the limitations on the disclosure and re-disclosure of personally identifiable information from student education records as set forth in FERPA. Should the parties, their officers, employees, students and agents, receive information constituting a student education record, both parties agree that it shall only use the information for the purposes for which the disclosure is made. In this connection, parties shall not make any disclosure or re-disclosure of such information unless in compliance with FERPA and maintain a record of any such disclosures or re-disclosures, with advance written notice to University.

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

IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, the Age of Discrimination in Employment Act of 1975, and the Americans with Disabilities Act of 1990.

13. 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.

14. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the services of District or University, and this Agreement contains all the covenants and agreements between the parties with respect to this student teaching affiliation agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

15. Modification. District or University may from time to time request changes to the terms in this Agreement. Such changes shall be valid upon mutual written consent via a written amendment or addendum to this Agreement.

16. Assignability. The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties agree that venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Courts of New Jersey and consent to the same.

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

As to the District:

As to the University:

Kristen Hawley Turner, Ph.D.
Director, Teacher Education
Drew University
36 Madison Avenue
Madison, NJ 07940

19. Criminal History Background Checks. Partner shall ensure that each worker(s), subcontractors(s), agent(s), intern(s) and/or 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 individual from employment or coming into contact with children 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 Agreement. The services under this Agreement 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 Agreement.

20. Funding. This Agreement 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 Agreement does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractors, agents, students and/or representatives under this Agreement.

21. Compliance with Board Policies. Partner shall ensure that each worker(s), subcontractors(s), agent(s), student(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, vaccinations, testing and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s), student(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.

22. Non-recruitment. During the term of this Agreement, and for a period of one year following the termination of this Agreement for any reason, in the absence of any prior express, written authorization by the Board Superintendent which may permit Partner to do so, Partner agrees that it will not directly or indirectly hire any of the Board's employees, or solicit any of the Board's current or recently separated employees from the past 12 months, for the purpose of hiring them or inducing them to leave their employment with the Board or offer any status as an independent contractor with Partner, nor will Partner utilize any third party to act on its behalf to try to otherwise hire any Board employee or solicit any Board employee or induce/encourage them to leave employment with the Board. Should Partner violate this provision, this Agreement is subject to immediate termination by the Board upon written notice to Partner.

23. Compliance with local and federal laws. Both parties agree to comply with all federal, state, and local laws applicable to this Agreement. 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.

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

DREW UNIVERSITY:

SCHOOL DISTRICT:

By: _____
Dr. Jessica L. Lakin, Provost

By: _____
Hasani K. Council, Board President

Attest:

Attest: