

MEMORANDUM of UNDERSTANDING

RUTGERS UNIVERSITY–NEWARK Center for PreCollege Programs and Newark Board of Education

I. Purpose and Scope

This Memorandum of Understanding (MOU) is being entered into between Rutgers University–Newark (RU-N) on behalf of its Center for PreCollege Programs (CPP), and the Newark Board of Education (NBOE or the "Board"), together referred to as the "Parties," and singularly as the "Party," for the 2022-2023 school year and summer.

The purpose of this MOU is to formalize a partnership that would facilitate precollege programming and college credit attainment opportunities for Newark Board of Education (NBOE) students including but not limited to precollege and career readiness programs, federally funded precollege TRIO programming, and dual enrollment study opportunities.

Whereas, this partnership is established by Rutgers University–Newark, the Center for PreCollege Programs, the RU-N Schools referenced in Section 2 of this MOU, and the Newark Board of Education, the desire is to create this partnership for the benefit of the Newark Public Schools (NBOE) students enrolled therein;

The program will be conducted at RU-N virtually and on-site and is consistent with the mission of each institution, and will further the educational purpose upon which each is founded;

Now therefore, in an effort to better operationalize the scope of this agreement and in consideration of the mutual covenants and promises set forth herein, each Party agrees as follows:

II. Center for PreCollege Programs Commitments

The Center for PreCollege Programs (CPP) administers precollege and pipeline programs designed to educate, inspire, and prepare students to be successful in middle school, secondary, and post-secondary education while promoting a college-going culture. The commitment is to support students by providing opportunities to achieve and grow through its programs. CPP

includes our TRIO programs of Talent Search and Upward Bound, the Abbott Leadership Institute, Dual Enrollment, PreCollege Academy, Future Focused, University-Assisted Partnerships with local high schools, RU Ready, Cooperman Scholars Summer Program, and the Rutgers Future Scholars Program.

CPP will provide college credit attainment opportunities (*dual enrollment*) to permit high-achieving Newark Board of Education(NBOE) students currently in their junior or senior year to earn college credit from Rutgers University–Newark courses through the School of Arts and Sciences–Newark (SASN), School of Public Affairs and Administration (SPAA), School of Criminal Justice (SCJ), and Rutgers Business School–Newark and New Brunswick (RBS-NWK).

CPP agrees to undertake the following activities during the duration of the MOU term:

- a. Provide comprehensive virtual and in-person youth development programming which may include college and career readiness activities, tutoring, mentoring, enrichment trips, and summer programming.
- b. Design and coordinate collaborative programming with RU-N faculty, including college credit attainment (*dual enrollment*) opportunities.
- c. Review all NBOE student applications and academic transcripts for all programs operating under this MOU to ensure NBOE students are academically prepared for college credit attainment (*dual enrollment*) opportunities and a college level environment.
- d. Serve as the facilitator of the precollege partnership between RU-N and NBOE, leading the operationalization of the partnership, such as by coordinating with campus partners and resources to support student success.
- e. Coordinate all details and requirements and ensure adherence to all guidelines of the University's Protection of Minors Policy for the partnership.
- f. Conduct orientations, information sessions, and disseminate marketing materials for parents and students to promote CPP programs.
- g. Convene partner check-ins (at a frequency collectively determined) with NBOE leadership, NBOE school principals, or designated NBOE staff to review proposed program activities and/or program status.
- h. When program applicable, meet with school liaisons as needed throughout the year to discuss program/student progress and support relevant school events.
- i. Ensure adherence of RU-N staff to applicable federal, state, district, and University laws, regulations, and program guidelines.
- j. Maintain all student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy and Protection Act ("COPPA"). Prior to disclosing records protected by FERPA, the RU-N contact will obtain a

signed FERPA Release Form from each participant who chooses to release their records, allowing RU-N to share the relevant records with NBOE.

- k. In conjunction with partners, help to identify prospective resource development opportunities that would help to supplement or underwrite the cost of programming.
- l. Adhere to national, state, and Rutgers COVID-19 safety guidelines.

III. Newark Board of Education Commitments

NBOE agrees to undertake the following activities during the duration of the MOU term:

- a. Permit CPP to recruit, enroll, and serve NBOE students in grades 6 – 12 virtually and at NBOE Schools.
- b. Permit CPP to develop collaborative partnership programs with individual NBOE schools, school principals, and district departments.
- c. Provide access to classroom and office space, media centers, and auditoriums for orientations, programming, and activities, when accessible.
- d. Permit CPP to meet with students during the school day (during student's lunch or an open period, if available), and after-school to provide program services.
- e. Provide access to general student demographic and specific data such as student report cards, transcripts, and test scores related to program services after written permission is obtained from participant's parent/guardian(s).
- f. Ensure that program partner school principals or designated liaisons participate in partner check-ins to review proposed program activities and/or program status.
- g. Provide student and district data for reports (e.g., grant cycle reports, etc.).
- h. Identify high-achieving junior and senior level students from participating high schools to register for college credit attainment (dual enrollment) opportunities.
- i. Provide and transmit all student data requested, inclusive of the application and transcripts, in the required enrollment packet.
- j. Ensure that all NBOE (dual enrollment) participants adhere to all Rutgers University policies and procedures governing Rutgers students, including, but not limited to the University Code of Student Conduct, the Academic Integrity Policy, and all policies outlined in the RU-N Online Undergraduate Catalog: http://catalogs.rutgers.edu/generated/nwk-ug_current/pg531.html.
- k. Provide any needed student support that will help to ensure student retention and success. Each high school will designate a staff member to conduct frequent check-ins with each student to monitor the progress for students participating in college credit attainment (dual enrollment) opportunities.
- l. Purchase and provide students with required textbooks and any other required course materials unless otherwise specified in supplemental collaborating program design.
- m. Provide transportation (as needed) for students to and from the RU-N campus.

- n. Provide a district-level liaison to coordinate with CPP as necessary for administrative matters. The liaison will also coordinate with school-level personnel designated to conduct daily check-ins with students in order to support them and monitor their progress.
- o. Facilitate payment in a timely manner for student tuition and/or distinct program fee-for-service agreements.

IV. Joint Parties Commitments

All Parties shall undertake the following activities during the duration of the MOU term:

- a. No one Party will have authority or control over another Party's employees, offices, or agents. Each Party shall hold the other Parties harmless and be responsible for and defend itself against any and all third-party suits, claims, losses, demands, or damages of whatsoever kind or nature arising out of, or in connection with, any negligent act or intentional misconduct of its own employees, officers, or agents, in the performance of their obligations assumed pursuant to this MOU.
- b. Upon signing of this MOU, identifying day-to-day program contacts for this partnership.
- c. These arrangements will hold for the 2022-2023 school year. At the end of said program term, all Parties will evaluate the program – fiscally, programmatically, and administratively. Should all Parties opt to continue these or similar arrangements, a new MOU will be executed.
- d. All Parties agree that placement tests may be required for college credit attainment (dual enrollment) course opportunities which have a mathematics prerequisite.
- e. All Parties shall ensure that each worker(s), subcontractor(s), agent(s), and representative(s) assigned to a project involving contact with children has had a criminal history background check. Said check should reveal no criminal history record with either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification. Should a criminal history record be discovered, the said employee would be disqualified from employment or having contact with children pursuant to N.J.S.A. 18A:6-7.1 et seq. Failure to ensure that a criminal history background check for any employee at a contract school location was performed will be deemed a breach of contract by the Partner and may constitute grounds for immediate termination of this MOU.
- f. Rutgers University has adopted a Protection of Minors Policy to promote the well-being and safety of minors who participate in activities on-campus. The policy includes requirements relating to reporting suspected abuse or neglect of minors, registering programs, completing relevant online training, and undergoing background checks. Programs or activities involving minors at Rutgers must ensure their programs are run consistent with the guidelines of the University's Protection of Minors Policy and the Guide to Working with Minors. Visit <https://ipo.rutgers.edu/publicsafety/protect-minors> for more information.

- g. This MOU shall remain in effect for the 2022-2023 school year. This MOU can be terminated upon 30 days' written notice by any Party without cause.
- h. 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 RU-N, its subcontractor, agent, or representative under this MOU.
- i. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, RU-N shall be responsible for and defend itself against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents, or officers, in the performance of its obligations assumed pursuant to this MOU. RU-N hereby releases the Board from any and all liabilities, claims, losses, costs, expenses, and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with RU-N'S performance of the obligations assumed by it or its employees, agents, or officers pursuant to this MOU.
- j. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board shall be responsible for and defend itself against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this MOU. The Board hereby releases RU-N from any and all liabilities, claims, losses, costs, expenses, and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Board's performance of the obligations assumed by it or its employees, agents, or officers pursuant to this MOU.
- k. RU-N 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 RU-N, or its agents, representatives, employees, or subcontractors. 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 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.
- l. 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.
 - c. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.
- m. 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.

V. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences from **September 1st, 2022 through August 31st, 2023**.

[SIGNATURE PAGE FOLLOWS]

VI. Effective Date and Signature

This MOU shall be effective upon the signature of **Rutgers University–Newark** and **Newark Public Schools** authorized officials. It shall be in force retroactively from **September 1st, 2022 through August 31st, 2023**. **Rutgers University–Newark** and **Newark Board of Education** collectively warrant that the persons signing this agreement are authorized to execute this agreement with full authority and bind their respective Party accordingly to the MOU.

Sheronia Rogers, Assistant Dean
Center for PreCollege Programs, Rutgers University–Newark

Date

Provost, Rutgers University–Newark

Date

Sherri-Ann Butterfield
Executive Vice Chancellor, Rutgers University–Newark

Date

Dawn Haynes
Newark Board of Education

Date

[END OF DOCUMENT]