

MEMORANDUM OF UNDERSTANDING

**between
Rutgers University–Newark
Department of Urban Education
and the
Newark Board of Education**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is by and between the Newark Board of Education (“NBOE” or “Board”) and Rutgers University–Newark (RU-N) Department of Urban Education located at 110 Warren St. Newark N.J., 07102 on behalf of itself, its officers, employees, and agents (“Partner”), collectively referred to as the “parties,” and singularly as the “party.”

WHEREAS Partner and/or its staff has the education, training and/or experience needed to provide the services described herein to the Board, its schools and students effectively and responsibly; and the Board desires to engage Partner to provide such services;

WHEREAS one of the Core Values of the Newark Public Schools identified in the Board’s Strategic Plan, *The Next Decade: 2020-30*, is Reciprocal Relationships, by which the Board provides opportunities for impactful collaboration within and beyond the organization, resulting in student success; and the Board and Partner have agreed to enter into such a Reciprocal Relationship by way of this MOU;

WHEREAS this MOU and the Reciprocal Relationship established hereby will further the following priorities and strategies (one or more) set forth in the Strategic Plan:

Priority 1: Unified and Aligned Systems & Priority 2: Strong and reciprocal partnerships

Key strategies:

1.4 Attract and recruit highly effective and qualified staff who are excellent matches for the district, develop a pipeline of candidates for hard-to-fill areas, and provide support to all employees that enables and empowers them to fulfill their role in our mission.

6.2 Implement a partnership framework that communicates a vision for mutually beneficial and accountable partnerships, strengthens relational ties, and integrates partnership evaluation.

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:

The Director of Field Experiences will work collaboratively with a district contact to facilitate clinical internship placements for RU-N Department of Urban Education students.

Internship Placement: NBOE will provide placement opportunities for RU-N Urban Education students to complete their required clinical internships in district schools.

Supervision & Support: NBOE will designate qualified mentor teachers to supervise interns, while RU-N faculty will provide academic oversight and assessment.

Roles & Responsibilities: Clinical interns will engage in classroom instruction, student support, and professional development activities under the guidance of district educators and RU-N faculty.

Compliance & Policies: Clinical interns will adhere to all district policies, background check requirements, and professional conduct expectations.

ADDITIONAL TERMS

1. Strategic Plan. Partner hereby acknowledges receipt of a copy of the Board's Strategic Plan, *The Next Decade: 2020-30*; acknowledges the Mission and Vision stated in the Strategic Plan, and agrees to act as a partner of the Board in furtherance thereof; agrees to abide by the Core Values stated in the Strategic Plan; and agrees that this MOU is in furtherance of the Core Value of Reciprocal Relationships, by which the Board provides opportunities for impactful collaboration within and beyond the organization, resulting in student success.

2. Funding. This MOU is not a commitment of funds. 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.

3. Criminal History Background Checks. Partner shall ensure that each worker(s), subcontractors(s), agent(s), intern(s) and/or representative(s) holding a position involving contact with pupils 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 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, shall serve as a basis for immediate termination of this MOU.

4. Data-Sharing. During the term of this MOU, Partner may be provided access to and/or disclosure of Board-generated materials, education records, and employee records in order to perform the service described herein. Such access and/or disclosure shall be subject to the following terms and conditions:

A. Definitions. As used in this Agreement:

(1) The term "Board-generated materials" shall mean any and all information, data, documents, recordings, images, and works of any kind, regardless of form, format, or source,

provided to Partner by or on behalf of the Board for its use or reference in connection with this MOU.

(2) The term “education records” shall mean any and all records and data in any format, including electronically stored data, directly relating to any student(s) or former student(s), and shall include but not be limited to all “student records” as defined in New Jersey law and regulations and all personally identifiable information relating to any student(s), their parents, and/or family members.

(3) The term “employee records” shall mean any and all records and data, in any format, including electronically stored data, directly relating to any employee(s) or former employee(s) of the Board.

B. Confidentiality and Conditions of Access/Disclosure.

(1) Partner acknowledges that its receipt and use of Board-generated materials, education records, and employee records pursuant to this MOU shall be solely for the purpose of performance of the services set forth in this MOU, and agrees to maintain strict confidentiality of all such materials and records and protect them from unauthorized disclosure. Partner further acknowledges and agrees that any unauthorized disclosure of Board-generated materials, education records or employee records, whether willful or negligent, shall entitle NBOE to seek any and all remedies available at law or in equity, , and shall entitle NBOE to terminate this MOU and any services provided pursuant hereto with or without advance notice to Partner.

(2) Partner agrees to maintain all education records received from or through NBOE confidentially in accordance with all applicable New Jersey state and federal laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its regulations, 42 CFR Part 2 and 42 CFR Parts 160 & 164; the Children’s Online Privacy Protection Act of 1998 (“COPPA”), 15 U.S.C. §6501 et seq.; the Protection of Pupil Rights Amendment (“PPRA”), 20 USC §1232h and its regulations, 34 CFR Part 98; the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the New Jersey Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1).

(3) Partner understands and agrees that it is performing a service for which NBOE would otherwise use employees, and that, with respect to the use and maintenance of education records, employee records, and personally identifiable information pertaining to NBOE students and employees, Partner’s employees or agents of are performing such services under the direct control of the NBOE, under the supervision of the NBOE administrators or managers to whom they report, and in accordance with all applicable NBOE policies.

(4) Partner and its officers and agents may use the education records, employee records, and personally identifiable information disclosed to them only in order to perform the service or function set forth in this MOU.

(5) All education records, employee records, and personally identifiable information pertaining to NBOE students and employees shall be treated as confidential whether or not explicitly designated as such. Neither Partner nor any of its employees or agents will disclose any

education records or any student's personally identifiable information to any other party without the prior written consent of the student (if an adult) or the student's parent. Neither Partner nor any of its employees or agents will disclose any employee records or any employee's personally identifiable information without the prior written consent of the employee.

(6) Within 30 days of expiration or termination of this MOU, Partner will return to the Board or destroy all Board-generated materials, education records, and employee records.

C. Unauthorized Use or Disclosure/Security Incidents. Partner shall immediately advise NBOE of any and all unauthorized use, disclosure, or loss of any Board-generated materials, education records, or employee records, including but not limited to any breach, redisclosure, compromise, threat, or vulnerability involving any data provided to it pursuant to this MOU ("Security Incident"). A detailed report shall be provided within 24 hours of the Security Incident, in writing and/or electronically to the individual identified in paragraph 14 below. Such detailed report shall contain (1) the nature of the Security Incident (specific unauthorized use, disclosure, or loss; and date, time, location of the Security Incident); (2) the materials, records, data, or information used, disclosed, or re-disclosed; (3) all persons or entities, if known, who may have received Board-generated materials, education records, or employee records as a result of the Security Incident; and (4) actions taken by Partner as a result of the Security Incident. The detailed report shall be updated as required if and as additional required information is obtained by Partner.

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, except to the extent that the claim arises from the acts or omissions of the Newark Board of Education, its Superintendent, Board, or any of its employees, agents, or representatives. Notwithstanding the foregoing, neither party to this MOU shall be liable for consequential or punitive damages.

6. 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 insurance in place of coverage at the time of the execution of this MOU which may be due to expire prior to the completion date of this MOU.

The Newark Board of Education is to be added as an **additional insured** but only as its 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.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

7. 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.

8. Compliance with 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 on the basis of race, color, religion, national origin, sex, sexual orientation, disability, or on any other basis which would violate federal or state law.

9. Compliance with Board Policies and Procedures. Partner shall ensure that each worker(s), subcontractors(s), agent(s), and representative(s) comply with all Board policies, including but not limited to policies relating to visitors, appropriate conduct, and public health. Should any of Partner's worker(s), subcontractors(s), agent(s), and/or representative(s) violate any Board 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.

10. Non-Recruitment. During the term of this MOU, and for a period of one year following the termination of this MOU for any reason, in the absence of any prior express written authorization from 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 MOU is subject to immediate termination by the Board upon written notice to Partner.

11. Term/Termination. The term of this MOU shall be in effect for the 2025-2026 school year and summer. Either party may terminate this MOU and the services provided by Partner at any time, without penalty and for convenience, upon ten (10) days' written notice to the other party.

In the event of such termination, Partner's obligations pursuant to Paragraphs 4, 5, and 10 of this MOU shall survive and remain in full force and effect. Termination of this MOU shall not abrogate any remedy provided for herein.

12. New Jersey Law. This 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 MOU, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

13. Severability. If any provision of this MOU shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall remain in full force and effect

14. Entire Agreement; Modifications; Notices. The terms and conditions of this MOU will govern and take precedence over any other agreement between the parties. This MOU may only be amended or modified by mutual written consent of the parties. Any and all notices required by this MOU shall be directed to:

To NBOE: *Claire Emmanuel, Special Assistant-Human Resource Services,*
cemmanuel@nps.k12.nj.us

To Partner: *Jhanae Wingfield, Director of Field Experiences and Partnerships,*
jhanae.wingfield@rutgers.edu

IN WITNESS WHEREOF, NBOE and Partner have authorized and directed this MOU to be signed by their respective authorized officers shown below.

**RUTGERS UNIVERSITY–NEWARK
DEPARTMENT OF URBAN EDUCATION**

NEWARK BOARD OF EDUCATION

By: _____

By: _____

Jacqueline S. Mattis
Dean, School of Arts and Sciences–Newark

Hasani K. Council
Board President

Date: _____

Date: _____

By: _____

Jeffrey S. Robinson
Interim Chancellor, Rutgers University–Newark

Date: _____