

MEMORANDUM OF UNDERSTANDING

The terms and conditions in this Memorandum of Understanding ("MOU") will govern and take precedence over any other the Agreement by and between Newark Day Center("Contractor") and THE NEWARK BOARD OF EDUCATION ("District").

- 1. Services to be provided** – Contractor will provide services to the Board in the form of a Futures Program consisting of licensed after school wrap around services for Newark Board of Education students from school dismissal until 5:30 pm for students in Pre-Kindergarten and Kindergarten grades as per the specifications contained in the attached response to the Board's "Request for Proposals for Partners to provide Afterschool Programs for Pre-K and Kindergarten students."
- 2. 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.
- 3. Criminal History Background Check** - Contractor shall assure to the District that each worker(s), subcontractors(s), agent(s) and representative(s) assigned 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. Failure to provide proof of a criminal history background check for any employee at a school location will be deemed a breach of the MOU by CONTRACTOR.
- 4. Funding** - This MOU is not a commitment of funds. No monies will be exchanged between the parties or any participating families for the services rendered or received. It is expressly understood by the parties that voluntary participation in this MOU does not require any monetary payment of any kind from either the District or any of the families that will receive services under this MOU in exchange for any of the services being provided by Contractor.
- 5. Confidentiality** – Contractor and/or its agents agree to maintain all 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"), the Children's Online Privacy Protection Act ("COPPA"), 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 Contractor virtually using the internet or some other remote means of electronic transmission, Contractor 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 District's computer network and/or must be on

a District pre-approved online platform.

- 6. Indemnification** - In addition to any liability or obligation to the District that may exist under any other provision of the MOU or by statute or otherwise, Contractor shall be liable to and hereby agrees to indemnify, save and hold harmless the District from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the District may sustain as a result of any negligence or willful misconduct of Contractor, its agents, servants, employees, officers, partners, consultants or subcontractors
- 7. Term/Termination for Convenience** – The term of this MOU shall be for a one (1) year term for the 2021-2022 school year from the date written below. At any time after the execution of the MOU between the District and Contractor, the District may terminate the service provided by Contractor without penalty upon 30 days written notice.
- 8. Commercial Insurance** - Contractor 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 Contractor, or its agents, representatives, employees or subcontractors.

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

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.
- 9. Independent Contractors** - None of the provisions of the MOU is 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.
 - 10. Equal Opportunity** – Contractor 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.

11. **Compliance with Board Policies and Procedures** - Contractor 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 District's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Contractor 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 Contractor's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any District policy or public health and safety policy, the District retains the right to have Contractor remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

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

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

By: _____ By: _____ *Contractor*
Signature Date Newark Board of Education Date

Print Name: _____ Print Name: Dawn Haynes

Title: _____ Title: Board President

