



**Memorandum of Understanding  
Between The College of New Jersey and Newark Public Schools**

**Introduction:**

This memorandum of understanding (the "Understanding") is between The College of New Jersey ("TCNJ") and Newark Public Schools ("NPS") effective as of the date of signature (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TCNJ and NPS, intending to be legally bound hereby, agree as follows. TCNJ will provide faculty to teach TCNJ graduate students in NPS. Specifically, TCNJ will offer courses for credit leading to graduate certification in Teaching English as a Second Language (TESL) and/or Bilingual Education. The specific course schedule will be subject to mutual Understanding.

**General Terms:**

- TCNJ shall be solely responsible for determining the course offerings, content, admissions requirements, and grades for all educational courses that they offer;
- TCNJ has sole authority to assign instructors and to admit students to their programs;
- TCNJ may cancel a course if it does not meet the minimum enrollment of ten (10) students;
- NPS shall logistically support TCNJ efforts on the following basis:
  - Support of TCNJ does not interfere with the NPS curriculum;
  - NPS has sole authority over its employees who provide logistical support for TCNJ.

**Responsibilities of TCNJ:**

- Communicate any changes/development in the program to NPS promptly;
- Cover the costs of TCNJ instructor salaries, benefits, and transportation.

**Responsibilities of NPS:**

- Assist TCNJ with recruiting a minimum of ten (10) participants;
- For each course section offered by TCNJ at NPS (in person), provide a classroom that is equipped with wireless internet access, computer, and LCD projector.

**Tuition and Fees:**

- Graduate students enrolled in TCNJ courses in NPS will be charged at the "Off-Site Graduate Programs Tier 2" rate, currently \$1,803.00 per 3-credit course, subject to increase by TCNJ's Board of Trustees every July.
- Other program charges include a one-time LiveText fee of \$139/student (billed upon matriculation) as well as ACTFL testing and State of New Jersey certification fees, charged at the end of the program.
- TCNJ will initiate a Purchase Order request with NPS each semester, based on the number of participants enrolled in each course.
- The total cost of this contract to the Newark Public Schools shall not exceed one hundred eighty two thousand dollars (\$182,000.00).



**Duration:**

The terms of this Memorandum shall remain in effect from the Effective Date through August 21, 2023 and are subject to annual review.

**Miscellaneous:**

Modification and Termination. Any modifications to this contract shall be in writing and will not be effective unless approved by both parties. The Understanding may be extended or amended at any time by mutual consent by authorized officials at each institution. Either party may terminate the Understanding early for any reason, with at least three months of prior written notification.

No Agency. Nothing herein shall be construed to create an agency relationship between TCNJ and NPS. The parties are independent contractors and no legal relationship is intended by this Understanding.

Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder.

Use of Logos. Neither party may use any logo, trademark, or other identifying marks of the other without the express written permission of the other party.

Equal Opportunity. Both parties subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation, or disability.

Jurisdiction. The laws of the State of New Jersey govern this contract.

Please return an original executed copy of this Understanding to Off-Site Graduate Programs, The College of New Jersey, PO Box 7718, Ewing, New Jersey 08628-0718.

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Dr. Jeffrey M. Osborn, Provost & Vice President of Academic Affairs  
The College of New Jersey

Date

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Ms. Dawn Haynes, Board President  
Newark Public Schools

Date