

Memorandum of Understanding
between
Newark Public Schools
and
William Paterson University—College of Education

WHEREAS Newark Public Schools (hereinafter referred to as "Newark") wishes to enroll a cohort of its teachers in William Paterson University's College of Education (hereinafter referred to as "WPU"); and WHEREAS, WPU desires to provide these services; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

I. **The parties' agreement**

- a. Newark will enroll 10 teachers in WPU's 18-credit Bilingual/Bicultural (Bilingual) Certificate program. This endorsement program is for teachers who possess either a: Certificate of Eligibility with Advanced Standing, or Standard NJ teaching certificate in a grade level or in content area (other than World Languages) in regular education. The goal of this program is to provide the State-approved coursework leading to the Bilingual/Bicultural endorsement.
- b. WPU will provide the Newark cohort graduate instruction in 18 credits in Bilingual Education that meet state certification requirements. The 18-credit program includes coursework in principles and practices of bilingual education and prepares individuals to instruct students with diverse learning and social needs in a variety of classroom settings and bilingual education placements.
- c. Costs to provide the following services/activities will be commensurate with the off-campus, cohort discount rate for graduate courses as approved by the WPU Board of Trustees over the course of the contracted period July 1, 2022 - June 30, 2024.
- d. Nothing in this agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties.

II. **Newark Responsibilities**

- a. Select the teachers who will enroll in WPU's BILINGUAL Certificate program.
- b. Guarantee payment for 10 enrollees.
- c. Provide payment upon invoice from WPU each semester.

III. **WPU Responsibilities**

- a. Offer the 18-credit Bilingual certificate program in accordance with scheduling preferences of the Newark administration and the cohort, using fall, winter, spring, and summer semesters to enable timely program completion.
- b. Provide instruction and academic support to the 10 Newark teachers enrolled in the WPU Bilingual Certificate program.

IV. Primary Points of Contact

For Newark

Project Director: Carlos Reyes, Director of Recruitment
Address: 765 Broad Street, Newark, NJ 07102
Phone, Email: 973-733-6373, C1Reyes@nps.k12.nj.us

For WPU

Project Director: Gladys Vega, Program Director
Address: 300 Pompton Road, Wayne, NJ 07470
Phone, Email: 973-720-3043, vegaq4@wpunj.edu

V. Project Administration

Any modifications to this MOU and its attachments must be mutually agreed to by both parties in writing.

VI. Term and Termination

This Agreement is effective for the 2022-2023 School Year, pending the availability of funds and satisfactory performance. The parties may extend this Agreement only with mutual written consent. Either party may terminate this Agreement by giving sixty (60) days prior written notice to the other party. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto or in connection therewith. Upon termination by either party, WPU will be paid all amounts then unpaid for services performed through the date of the termination and will be reimbursed for all previously approved expenditures made in good faith in accordance with the terms of this Agreement, provided that these costs are supported by proper detailed financial documentation. In the event of a termination, all project documentation shall remain the property of Newark.

VI. Compensation.

In consideration for WPU's performance hereunder, the sole financial obligation of NEWARK is to

compensate WPU for services and/or deliverables in accordance with the scope of work set forth above for the off-campus cohort graduate tuition rate approved by the WPU Board of Trustees. For the 2022-2023 academic year (July 1, 2022-June 30, 2023), this rate is \$694/credit; the full cost per credit will not exceed nine hundred dollars (\$900.00) per credit. If all credits are completed during the 2022-2023 academic year, the total cost incurred by NEWARK will be \$124,920. A typical tuition rate increase of approximately 3% is expected for 2023-2024. Payment terms shall be net 30 days from the receipt of a valid invoice or work/service statement.

VII. Entire Agreement

The provisions contained herein constitutes the entire agreement between the parties and supersedes all previous communications or representations, whether verbal or written, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding as of the dates written below.

Newark Public Schools

Signature

Printed Name:

Title:

Date:

William Paterson University

Signature: 

Printed Name: Joshua Powers

Title: Provost and Senior Vice President for Academic Affairs

Date: 9/13/2022