

MEMORANDUM OF UNDERSTANDING

**between
The University of Phoenix, Inc.
and the
Newark Board of Education**

The terms and conditions in this Memorandum of Understanding (“MOU”) will govern and take precedence over any other Agreement by and between The University of Phoenix, Inc. located at 4035 S. Riverpoint Parkway, Phoenix, AZ 85040 (“Partner”) and **THE NEWARK BOARD OF EDUCATION** (the “Board”) located at 765 Broad Street, Newark, NJ 07102.

WHEREAS, Partner is licensed and registered in the State of New Jersey to engage in the business of providing educational programs accredited by appropriate organizations; and

WHEREAS, Partner’s staff has the education, certification, training and/or work experience in this area so as to be able to provide these services responsibly; and

WHEREAS, the Board voluntarily desires to allow Partner to provide such services to the Board.

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:

PURPOSE:

The purpose of this MOU is to provide education experiences for selected Partner students, hereinafter “STUDENTS”, which take place at the Board and in which the Board will participate.

OBLIGATIONS OF PARTNER

1. Partner will keep all records and reports on STUDENT experiences in accordance with Partner policy and regulatory requirements.
2. Partner will plan with the Board, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. Partner will provide to the Board a copy of course objectives for the learning experience. The Board, together with the Partner, will make arrangements for evaluating the learning experience.
5. For STUDENTS enrolled in the Partner teacher licensure program, the Partner will assign a Faculty/Site Supervisor who will collaborate with the Board’s Cooperating Teacher. For purposes of this MOU, the term “Cooperating Teacher” shall be defined as the district educator who has been assigned to supervise the STUDENT.

For STUDENTS enrolled in the Partner principal licensure program, the Partner will assign a Faculty/Site Supervisor who will collaborate with the SCHOOL’S Mentor. For purposes of this

Agreement, the term “Mentor” shall be defined as the district school administrator who has been assigned to supervise the STUDENT.

6. STUDENTS are not employees or subcontractors of the Partner.

OBLIGATIONS OF THE BOARD

1. The Board shall maintain sole responsibility for the instruction, education and welfare of its pupils. The Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.

2. The Board agrees that STUDENTS assigned to it for administration, teaching, and/or observation experiences will ultimately remain the responsibility of the Partner.

4. The Board shall provide as required by the degree program either qualified Cooperating Teachers and/or Mentors for STUDENTS. Cooperating Teachers and/or Mentors will be resource persons for STUDENTS and Partner faculty while at the Board. Cooperating Teachers and/or Mentors selected by Board will: a) assist in orienting STUDENTS to the Board, the classroom, administrative staff and the pupils; b) explain all applicable Board and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with Board personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the Partner Faculty/Site Supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) for teacher candidates supervise STUDENTS on a daily basis if the Cooperating Teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the Board and the Partner.

5. The Board shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the Board.

6. STUDENTS assigned to the Board shall follow the Board's protocols for health and safety. The Board will provide necessary emergency medical services to STUDENTS.

7. The Board shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the Board without appropriate approval.

8. The Board shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by Board, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction

or is required by law. Board shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.

9. For teacher candidates: STUDENTS shall not be considered employees or agents of the Board with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and Board to complete their teaching internship (clinical practice) in their own classroom.

For principal candidates: STUDENTS shall not be considered employees or agents of the Board with the exception of STUDENTS who are current teachers of record (including teacher leaders, instructional coaches, etc.) and are approved by the Partner and Board to complete their administrative internship at their school site.

ADDITIONAL TERMS

1. 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. 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.

2. Criminal History Background Checks - Partner shall ensure that each STUDENT, worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or 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. Partner must ensure that said background checks are performed 30 days prior to individuals being placed at the Board. 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, serves as a basis for the Newark Board of Education to immediately terminate this MOU.

3. Funding - 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 Partner, its subcontractor, agent or representative under this MOU.

4. Confidentiality – Partner and/or its agents agree to maintain all staff and 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"), 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 Partner is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this MOU, Partner agrees that it will either return all such confidential information/data to the Board within 30 days of the end of the term of this MOU or termination date if terminated by the Board, or that Partner will destroy any such confidential information/data within 30 days of the end of the term of this MOU or termination date if terminated by the Board. To the extent that Partner has access to any Board generated materials or documents as a result of this MOU, Partner agrees that it will similarly either return any such Board generated materials or documents to the Board, or destroy them, within 30 days of the end date of this MOU. Partner acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this MOU. To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner 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 Board's computer network and/or must be on a Board pre-approved online platform.

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 STUDENTS, agents, servants, employees, officers, partners, consultants or subcontractors.

6. Term/Termination for Convenience – The term of this MOU shall be in effect for (5) five_ year(s) until the 2027-28 school year. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon thirty (30) days written notice to the other party.

7. 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. 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 of 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.

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 and as indicated in I.5.1.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

8. 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.

9. Compliance with local and federal 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 under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

10. Compliance with Board Policies and Procedures - Partner 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 if informed of requirement to comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to notify onsite staff of requirement 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 and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety 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.

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

12. Non-Recruitment – Partner acknowledges and agrees that the Board expended significant public resources in training and retaining its employees and personnel. As such, during the term of this MOU, and for a period of two years following termination of this MOU for any reason, in the absence of any prior express, written consent by 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 employees for the purpose of hiring them or inducing them to leave their employment with the Board, 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.

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.

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

THE UNIVERSITY OF PHOENIX, INC.

NEWARK BOARD OF EDUCATION

By: _____
Date

By: _____
Date

Print Name: _____

Hasani K. Council

Title: _____

Board President

Email: _____