

MEMORANDUM OF UNDERSTANDING

between
Montclair State University
and the
Newark Board of Education

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is by and between **THE NEWARK BOARD OF EDUCATION** the ("NBOE" or "Board") located at 765 Broad Street, Newark, NJ 07102 and Montclair State University ("Montclair" or "Partner"), located at 1 Normal Avenue, Montclair, NJ 07043 ("Partner") and **THE NEWARK BOARD OF EDUCATION (the "Board") located at 765 Broad Street, Newark, NJ 07102 (collectively "Parties")**.

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 1.4: 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.

Priority 4: Continuous Learning for All: 4.1 Provide the Office of Staff Development and other central office departments the necessary staff and resources to create a districtwide culture of continuous learning and the fiscal support to provide professional development for all employees, both instructional and noninstructional, as well as extended-learning opportunities for parents and guardians. 4.2 Adopt standards for professional development and continuous learning to guide the design, evaluation, and funding of professional extended-learning opportunities provided to educators, district employees, partners, and families. 4.3 Implement a district-wide Leadership Pipeline to guide the identification, preparation, selection, placement, and retention of school leaders for the Newark Public Schools. 4.4 Create a Professional Development School (PDS) to serve as a strong vehicle for educational change and innovation. 4.5 Continue to implement Professional Learning Communities (PLCs) to guide the continuous improvement of learning outcomes for all students. 4.6 Build capacity to provide technology-based professional development and continuous learning opportunities. 4.7 Implement a Parent University that includes a system-wide learning program to provide resources ,learning opportunities, and linkages for ongoing parent and family involvement and community engagement that supports student learning.

Priority 6: Strong Reciprocal Partnerships: 6.1 Establish and staff the Office of Strategic Partnerships to enhance the district's and schools' engagement with the many external organizations that provide resources, programs, and support to schools and students. 6.2 Implement a partnership framework that communicates a vision for mutually beneficial and

accountable partnerships, strengthens relational ties, and integrates partnership evaluation. 6.3 Create a public "Children, Youth, and Families Compact" identifying common goals and formalizing shared commitment across the ecosystem to collectively attain the identified goals. 6.4 Develop and implement a strategy for collaboration with local and national philanthropic organizations

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 Paliner hereby agree as follows:

SCOPE OF SERVICES:

Montclair assigns students to intern in "pre-clinical" courses and visit the Board's schools for up to 30 hours during an academic semester to observe and provide support as requested by an assigned cooperating teacher or school liaison. Montclair students assigned as interns co-teach, observe, and assist in an assigned classroom for 175 hours during the first semester (Clinical Practice I) and lead instruction, co-teach, and assist in the same assigned classroom full-time for 15 weeks (600+hrs.) during the second semester (Clinical Practice II) (collectively referred to as "Clinical Practice Year"). During the Clinical Practice Year, student interns gradually assume greater responsibility for all aspects of teaching in their assigned classrooms in accordance with district curricula and school and cooperating teacher direction. Experienced teachers/administrators/professional staff may receive up to 30 hours of professional development from Montclair faculty or staff in the areas including, but not limited to mentoring, coaching, promoting equitable classrooms and curriculum, etc.

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 any and all remedies available at law or in equity, including compensatory, punitive and consequential damages, 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). 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.

(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 the 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.

Montclair is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Torts Claims Act, NJSA 59:1-1 et seq., the New Jersey Contractual Liability Act, NJSA 59:13-1, et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its agencies and employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment and claims against the State of New Jersey against its employees for which the State of New Jersey is obligated to indemnify against tort claims which arise out of the performance of the duties. Claims against the University or its employees should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard Hughes Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.

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 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 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 any other 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's 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 three (03) year(s) for the August 18, 2025 - August 18, 2028 school year. 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, Contractor'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 Agreement, 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: Dr. Claire Emmanuel, special Assistant of Human Resource Services,
cemmanuel@nps.k12.nj.us

To Partner: Marilyn R. Davis, Director, Center for Educational Innovation and Strategic Partnerships davism@montclair.edu (973-655-7641).

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

MONTCLAIR STATE UNIVERSITY

NEWARK BOARD OF EDUCATION

By


Signature

By:

Signature

Print Name: Vincent Alfonso

Print Name: Hasani K. Council

Title: Dean, College for Education and Engaged Learning

Title: Board President

Date:

May 8, 2025

Date:

