

**Memo of Understanding  
between  
New Community Corporation and the Newark Board of Education  
(at Thirteenth Avenue/MLK School)**

New Community Corporation ("Partner") and the Newark Board of Education ("Board") enter into this Memorandum of Understanding (MOU) for the express purpose of implementing the Family Friendly Center After-School program ("FFC program"). It is understood by and between the parties that the implementation of this MOU is contingent upon continued funding received by State of New Jersey Division of Family and Community Partnerships.

New Community Corporation and Thirteenth Avenue/MLK School ("School") agree to collaborate to deliver academic enrichment, recreational and social services to children and families at Thirteenth Ave./MLK Public School. NCC Family Friendly Center will implement a comprehensive program to address the developmental needs of youth and the social service needs of their families. Students will be given an opportunity to develop their talents and discover new interests, to advance academically, and to explore life-enriching possibilities. Families will receive social services as well as referrals to additional resources to help improve their life-circumstances and parental skills.

**I. PURPOSE**

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties, based on the intent to meet the service delivery needs of the Family Friendly Center as described in the current service delivery contract, and to set forth the operative conditions which will govern this important partnership.

It is understood by both parties that the services outlined herein may have to be delivered remotely/virtually during periods that the School is operating in that manner in lieu of in person instruction, and the parties to this MOU will discuss the best manner to effectuate their respective obligations in that event.

**II. DESCRIPTION OF PROGRAM SERVICES**

**A. New Community Corporation will:**

1. Provide up to forty children for a minimum of 3 hours a day with academic enrichment, recreational and social-emotional activities that emphasize positive youth development.
2. Coordinate parenting education and skills workshops for parents of students participating in the FFC program.
3. Provide referrals and information on social services and additional resources to program participants and their families.

**B. Newark Board of Education (at Thirteenth Avenue/MLK School) agrees to the following:**

1. Provide space for Family Friendly Center Program. This space will include access to needed school facilities such as the gym and computer room. (Contingent upon in-person instruction and subject to any Board guidelines and safety protocols)
2. Work collaboratively with New Community Corporation and other community partners to identify and meet needs of students and their families participating in the program.

**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 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. Criminal background checks will also be required in accordance with the New Jersey Department of Children and Families Office of Licensing, Family Friendly Center staff must complete and maintain a criminal background check and Child Abuse Record Information for the duration of their employment (CARI). 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, 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 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 agents, servants, employees, officers, partners, consultants or subcontractors.

**6. Term/Termination for Convenience** – The term of this MOU shall be in effect for 2021-22 school year. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon ten (10) 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. 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 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.

**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 will 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 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 and approval by the State of New Jersey Division of Family and Community Partnerships and Newark Board of Education.

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

By: \_\_\_\_\_  
Edward Morris  
Director of Youth Services  
New Community Corporation

By: \_\_\_\_\_  
Dawn Haynes  
Board President  
NEWARK BOARD OF EDUCATION

Date: \_\_\_\_\_

Date: \_\_\_\_\_