

Agreement between The New Jersey Physicians Advisory Group And The Newark Board of Education

This letter of agreement (Memorandum of Understanding or “MOU”) is to detail the terms and conditions under which the Newark Board of Education (the “District” or the “Board”) will work with the New Jersey Physicians Advisory Group (“NJPAG” or “Partner”) to implement the *YES, You Can!* Program under the 5-year funding, covering 12/2021 to 9/2026, of a Personal Responsibility Education Program Innovative Strategies (PREIS) Grant, HHS-2021-ACF-ACYF-AP-1928 to implement the health program within High Schools, to be determined by the Board, under this project teaching Personal Responsibility, Building Healthy Relationships, Adolescent Development Concepts and Healthy Life Skills through the teaching of the *YES You Can!* curricula.

It is further understood that this program is a **randomized control trial** meaning schools will be randomly selected, as approved by the Board, to receive instruction on the level that is being rigorously studied, 9th grade –or to participate **as a control school which will also be provided service with NJPAG educators providing teaching in either 11th or 12th grade each year (grade to be determined by the Board/school) along with all items 2 through 7 listed below.**

NJPAG Scope of Work:

1. **The *YES You Can!*** Lower HS 9th Grade Curriculum will be taught in schools determined as program schools and the Upper HS Curriculum will be taught in either 11th or 12th to the control schools. All NJPAG health teaching staff are trained in administration of the curricula and the lessons follow the NJ State Educational Standards.
2. **In-service Day for Health and Support Staff**, provided to the District’s health teachers, nurses, social workers, counselors, etc., for an in-house session on *Character Education, the Promotion of Personal Responsibility and Building a Vision of Future Orientation for Students*. This continuing education session will be scheduled during the 5 year grant period and presented by NJPAG’s health education staff.
3. **Student Surveying** for program impact including performance measures, as pre and post with a 1 year follow up on both program and control students. Only students with parent/guardian permission will be surveyed as per NJ state law. Students receive a \$5.00 CVS or Subway gift card for returning signed parental forms, regardless of granted permission or not. For those with parent permission, a \$5.00 gift card is provided with each completed survey.
4. **A gifting of the *YES You Can!* Curricula, accompanied by a Health Staff Training** at the close of the 5-year grant will form the District-wide succession plan for Health Educators teaching each of the levels of curricula - valued between \$300-\$420 per teacher for curriculum, depending on level. Conference training for health staff is valued at \$60 per educator. Ongoing technical support will be provided by NJPAG.
5. **Gift of \$1,000 (1x)** of gym or health equipment *for each participating school.*
6. **A Parent Session** will be offered in coordination with a PTA/PTO meeting to empower and engage parents and families in supporting their children in healthy decision making.
7. **Any Student referrals** regarding health and safety deemed necessary by the NJPAG teaching staff will be made to the appropriate personnel identified by the District.
8. **Contingent on scheduling**, NJPAG will teach as many 11th or 12th grade students as possible during the grant. The number taught will be based on both student and teacher availability.

District Agreement:

- Use of necessary classrooms; use of Audio Visual equipment, including whiteboards.
- Access to students and parents: including hosting a parent orientation in coordination with a PTA/PTO meeting, and access to students via district computer systems to deliver questionnaires and short follow up videos or curriculum related information.
- Cooperation with local evaluators, including distribution and collection of consent forms, delivering them to NJPAG staff and sharing of student information related to local and national performance indicators.
- Assurance that District educators from participating schools will attend a curriculum training in-service that will occur in year 5.
- Schools will be randomly assigned to receive the 9th grade program (intervention group) or the upper grade program in 11th or 12th grade (control group). Neither school officials, parents or students, get to choose which group the school, will be assigned. All students, both intervention and control, will complete the evaluation/performance measures questionnaires.
- Health teachers in both intervention and control schools, who provide meaningful assistance in obtaining parental permission for students to participate in the project, and provide assistance, as needed, relative to data collection involving students completing questionnaires, will receive a \$100 gift card annually.
- Twelve classroom days, in the 9th grade (11 teaching and one follow-up session) and nine teaching days in 11th or 12th grade health classes will be devoted to teaching this topic. Questionnaire completion will consist of a pretest, posttest, and a 1-yr follow-up questionnaire.
- There is no other financial remuneration from NJPAG or the Federal Administration for Children and Families for the District's participation in the program.

The project, will be ready to begin shortly after January of 2022, commencing with pretest questionnaires being administered to both control and program school 9th grade students followed by teaching starting in 3rd marking period in both program and control schools. The last group of students who will participate in the evaluation, will complete the program no later than May 1, 2025. The project will continue to provide instruction to students after May 1, 2025 but these students will not participate in the evaluation. The last students to complete the follow-up questionnaire will do so on or about May 15, 2026.

Miscellaneous

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.

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. 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.

Funding - This MOU is not a commitment of funds on the part of the Board. 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.

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.

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.

Term/Termination for Convenience – The term of this MOU shall be in effect for five (5) years from December 2021 to September 2026. 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.

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.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.


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.

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 vaccinations, 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.

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

Further details regarding the precise classes, dates, and times will be finalized within 60 days of the signing of this agreement. The signatures below indicate that this constitutes the entire agreement between the District and NJPAG and that the signatures below have the authority to make such commitments on behalf of their respective organizations.

IN WITNESS WHEREOF, Partner has caused this MOU to be signed by its authorized officer:

_____	_____
Newark Board of Education, Title	Date
 NJPAG Executive Director/President	11/16/2021
_____	_____
New Jersey Physicians Advisory Group Representative, Title	Date