

MEMORANDUM OF UNDERSTANDING
between
Rider University
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 Rider University located at 2083 Lawrenceville Rd, Lawrenceville, NJ 08648 ("Partner") and **THE NEWARK BOARD OF EDUCATION** (the "Board") located at 765 Broad Street, Newark, NJ 07102.

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:

SCOPE OF SERVICES:

See exhibit "A"

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. 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).

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 one year(s) for the 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 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.

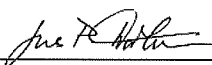
9. Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

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

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

RIDER UNIVERSITY

NEWARK BOARD OF EDUCATION

By:  6/30/2021
Date

By: _____
Date

Print Name: James P. Hartman

Dawn Haynes

Title: Vice President for Finance & Chief Financial Officer

Board President

***Student Teaching Expectations
Westminster Choir College of Rider University
Lawrenceville, NJ 08648***

Cooperating Teacher Expectations

- Upon arrival at the practicum site, the students should be briefed by the cooperating teacher on objectives relevant to the music program, prior musical experiences of the classes, and other relevant information.
- Many cooperating teachers have found the following schedule useful in planning the practicum:
 - The student teachers should observe the cooperating teacher in action for one week in order to become familiar with his or her procedures and techniques.
 - During the second week, students may be integrated into the program and held responsible for short segments of lessons following the music teacher's plans and objectives.
 - As the practicum progresses and student teachers gain proficiency, they may be given more responsibility (at the discretion of the cooperating teacher), culminating in the presentation by each student of one or more complete lessons in accordance with the cooperating teacher's program.
 - Student Teachers are expected to teach entire lessons or conduct entire rehearsals after the 6th week.
- The cooperating teacher shall remain in the classroom or within earshot whenever the student teacher is in charge of the class.
- Westminster students are required to prepare a written plan for each lesson taught or rehearsal conducted, following any format approved by the cooperating teacher and Westminster Choir College, and present a copy to the cooperating teacher for a critique before the lesson is taught. A third copy of all lesson plans shall be prepared for the Westminster Choir College supervisor. In addition, Westminster students are expected to dress professionally whenever they are at the practicum site. Students should arrive at the site 15 minutes before the beginning of the school day and remain until the cooperating teacher leaves. Cooperating teachers may require students to present them with lesson plans in advance of the teaching day.
- If possible, the cooperating teacher should meet with the teaching team either before or after each lesson for evaluation and planning. However, consistent with requirements of the State Licensure Code, cooperating teachers must meet weekly with students in their charge to discuss progress.
- Consistent with State requirements, Student Teachers are observed six times by a supervisor from Westminster Choir College. The principal, cooperating teacher, or the student teacher may request further observations. Cooperating teachers should help students to facilitate teaching when the supervisor observes.
- Students are expected to complete weekly assignments for the weekly student teaching seminar and portfolio development. Cooperating teachers are expected to be supportive of these

Exhibit A

requirements, including assisting the teacher in capturing teaching on video for self-assessment. If a district does not allow video/recording then the policy of the district must be followed.

Student Teacher Expectations

- All students who complete the teacher education program at Westminster are able to write lessons that address the diversity of learning styles and engage students in problem solving involving critical thinking. They can differentiate instruction for students with special needs mainstreamed into the general classroom, and evaluate students using traditional and alternative (portfolio) assessment tools. Westminster students are instructed in Critical Pedagogy for Music Education (CPME). This teaching model assures that Westminster students can author music lessons that connect to the student's world, and can engage children in music making that nurtures their individual musicianship. Westminster students connect instruction to the benchmarks of the *National Standards for Music Education* and the *New Jersey CCC Music Standards* and are articulate advocates for music education in the schools.
- Students are expected to complete weekly assignments for the weekly student teaching seminar and portfolio development. Cooperating teachers are expected to be supportive of these requirements.
- The Music Education Department at Westminster Choir College requires that students prepare a written plan for each lesson taught or rehearsal conducted, regardless of the policies of the teaching site or the practices of the individual cooperating teacher. National Standards, State Standards, Tenets of Critical Pedagogy for Music Education (CPME) and INTASC Standards are considered when planning lessons and rehearsals. Students are expected to write lessons that adhere to the goals of music education at Westminster as well as those of the cooperating teacher at the practicum site. When there appears to be a discrepancy, the college supervisor should be contacted.
- It is the student teacher's responsibility to find transportation to all required events.

Assessment

- It is recommended that assessment be an ongoing process. The cooperating teacher should regularly engage the student in reflecting on their practice to identify strengths and areas for improvement. Cooperating teachers should feel free to contact the Westminster supervisor to discuss the progress of the individual students placed in their charge at any time.
- The coordinator of placement at Westminster will provide a final evaluation form for each student teacher. The form should be completed by the cooperating teacher and returned to the college immediately following the conclusion of the practicum experience. This evaluation must be returned to Westminster Choir College before the cooperating teacher can be remunerated.
- Grades for students in practicum courses and student teaching are determined by the Westminster Choir College faculty upon review of the evaluation from the cooperating teacher.

Attendance Policy

- The student is expected to be at their placement every day. Student Teachers are expected to take on the full teaching day and related responsibilities of the cooperating teacher. This

Exhibit A

includes attendance at activities before or after school and in the evening, as well as attendance during in-service, conference, and testing days. The student teaching start/stop dates coincide with the first/last day of classes at Rider. However, during the semester, the student teacher should follow the calendar of the school district where they are placed.

- During the course of the student teaching semester, the student teacher may be required to return to the Westminster Choir College campus to attend special programs. Student teachers may be excused to attend ACDA, NJMEA or PMEA conferences.
- The student is required to inform both the cooperating teacher and the college supervisor if he or she will be absent from school. Cooperating teachers should notify the college supervisor immediately of excessive unannounced absences or tardiness.
- Unexcused absences from field placements are not permitted. Absences determined excessive by the cooperating teacher and college supervisor will result in a lower grade. In the event of illness, the student is expected to notify the cooperating teacher, the principal's office, and the Westminster Choir College supervisor. If the total number of sick days exceeds three, days will be made up during exam week at the discretion of the department and the cooperating teacher. If the total exceeds five days, special arrangements will be necessary to make up the days. In some cases, the department may require the student to repeat the entire student teaching experience.
- The responsibilities that accompany the student teaching experience must have priority over all other commitments. This is the general guideline student teachers should remember whenever they make decisions during the student teaching semester.

Strategies for Success

- Make sure that you are prepared for every lesson that you are teaching. Make sure you know any music being taught well enough that you can sing or play every part accurately and expressively and recognize errors. Remember, your focus should be on the students when you teach, not on the music.
- Continually practice piano skills and play regularly in class or rehearsals.
- Find out the time you are to report for work in the morning. BE EARLY. Coming in late is unprofessional and will therefore impact your grade.
- You are expected to be in your assigned school unless both your WCC supervisor and your cooperating teacher have approved an absence.
- In case of illness, notify your cooperating teacher and your WCC supervisor as early as possible.
- Ask your cooperating teacher how to find out about school closings during due to severe weather.
- Operate within the curriculum framework set forth by your cooperating teacher, since he or she is responsible for the musical growth of his or her students.
- When possible, collaborate with the cooperating teacher in the development of learning sequences, or initiate a learning sequence of your own when appropriate.
- Offer to design and implement assessment tasks used for individual student assessment (e.g., rubrics, portfolios, questionnaires, tests).
- Teach all classes and/or performance groups assigned by your cooperating teacher.
- Be an ambassador for Westminster by being positive at all times and not engaging in gossip.
- Always have a lesson/rehearsal plan (with music) available for the cooperating teacher and a supervisor.

Exhibit A

- Work out a satisfactory method of keeping records, either independently or in accordance with the cooperating teacher's system, whichever is appropriate to the situation.
- Treat each student with respect, maintain a positive and enthusiastic attitude, have high expectations for students' accomplishments, and have a thorough knowledge of your subject/score and method of presentation.
- Be a self-starter. Do not wait to be asked to be helpful and pursue additional learning.
- Continually observe the cooperating teacher's method of dealing with problem students, with classroom/rehearsal management, and with techniques for presenting effective lessons or conducting efficient rehearsals.
- Dress appropriately. Follow the dress code of the school.
- Manage your time and energy in order to remain alert during the teaching.
- Maintain control of your feelings and emotions and leave your personal problems outside the classroom.
- Maintain a sense of humor and remain calm in tense situations.
- Speak loudly enough to be heard and employ good grammar. Avoid excessive use of slang and casual expressions such as "like," "ya know," "you guys," etc. Every teacher is an English teacher. Do not call female students "guys".
- Exercising patience is conducive to poise and will help when working with students and staff.
- Display consideration of others. Good manners and courtesy are important. Expressions of gratitude, such as a letter of thanks to your cooperating teacher after completing your assignment, are in order.
- Fulfill the requirements of your college supervisor, and attend required seminars at WCC.
- Your reputation is a valuable asset. Continue to build a positive one.