

## MEMORANDUM OF UNDERSTANDING

**THIS UNDERSTANDING** (this "Understanding") is made and entered into this 6<sup>th</sup> day of December 2021, between:

**Caresparc Community Connections, Inc. ("CCC")** located at 1549  
Springfield Avenue, Maplewood, NJ 07040

-and-

**Newark Board of Education ("The Board") at Lincoln School ("LS")** located  
at 87 Richelieu Terrace, Newark NJ 07106

**CCC** and the Board (collectively referred to as the "Parties," or individually as a "Party.")

On Collaborative Partnership

### RECITALS

**WHEREAS CCC** will prepare *bags of fresh produce and other essential food items as procured to:*

- The Grandparents as Caregivers identified by the **Lincoln Elementary School**
- CCC will provide a monthly program schedule.

**WHEREAS LS** - Agrees to provide logistic support, setup, and breakdown of the Free Popup Senior and Family Produce Market (Grandparents as Caregivers component) - tables, chairs, waste bin, etc. - Market occurs **once** per month on Thursday from 10:00am – 12:30pm. **LS** will provide designated drop off location for delivery and have building staff ready to receive 2, 500 – 3,000 pounds of fresh produce and other essential food items on day of market.

- Market setup is from 8:00am – 9:30am
- Community Partners will conduct presentations on various community resources i.e., health and healthcare, behavioral / mental health services, housing, food resources, etc.

**WHEREAS LS** agrees to print and distribute the marketing flyer of the Free Popup Senior and Family Fresh Produce Market (Grandparents as Caregivers Program) within **Lincoln School**.

**WHEREAS LS** will identify a location to operate the Free Popup Senior and Family Fresh Produce Market (Grandparents as Caregivers).

**WHEREAS LS** agrees to adhere to current COVID-19 Social Distancing Safety Protocols set by the New Jersey Department of Health and Newark Department of Health & Community Wellness. Team Members/ Volunteers /will be equipped with protective equipment (masks and gloves).

**WHEREAS CCC** is responsible for the oversight, management, and supervision of the Free Popup Senior & Family Fresh Produce Market (Grandparents as Caregivers) activities. CCC will coordinate program activities with **LS** which includes but is not limited to community resource providers (Mental Health Association in New Jersey, Inc., Community Food Bank of NJ, healthcare providers, HMO's, etc., delivery of fresh produce and other essential food items from CCC partner - Table to Table, volunteers, and all program activities. All volunteers will be background checked by CCC and Jersey Cares.

- Volunteers will assist in the operation of the market.
- Volunteers represent the following groups, schools, organizations (Rutgers University, community members, Jersey Cares, NJIT, etc.)
- Setup and Breakdown
- Distribution of produce and other essential food items.

**WHEREAS, LS** agrees to have Lincoln School staff distribute the remaining food donation bags to grandparents or family members that could not attend the market during its operating hours in compliance with the COVID-19 safety protocols.

- *At no point should the grandparents congregate to receive the bags of fresh produce and other essential food items.*

### **The NEED**

Covid-19 had a disproportionate impact on members of our senior community. An age group at greatest risk for infection, seniors faced additional challenges ranging from food access to extreme isolation. In partnership with Table to Table, we worked to address these issues with mass pack and deliver food distributions and "through the door" interactions, where possible.



As we delved deeper into the older adult community, another need became apparent. In New Jersey over 41,000 Grandparents as caregivers to their grandchildren represent an often unrecognized and underserved segment of the senior population and face additional significant challenges. The pandemic we would imagine only exacerbated these issues.

In response to COVID-19 and the growing concern about food insecurity and access to community resources among vulnerable senior residents and families in the Newark community, Caresparc Community Connections' Sustainable Health & Wellness Village (*Senior and Family Fresh Produce Market - Grandparents as Caregivers component*) in partnership with Table to Table and community partner organizations will address this need.

## **ARTICLE II TERM AND TERMINATION**

- 2.1 **Term.** The term of this Agreement (the "Term") shall commence on December 6<sup>th</sup>, 2021, until December 6<sup>th</sup>, 2022.
- 2.2 **Termination.** This Agreement may be terminated as follows:
- a) Either Party may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other Party.
  - b) Except as otherwise expressly provided herein, expiration or termination of this Agreement for any reason will not relieve either Party of any obligation hereunder arising prior to the expiration or termination date, whichever is applicable. No expiration or termination of this Agreement will extinguish any obligation hereunder that by its express terms survives expiration or termination of this Agreement.
- 2.3 **Extension and Renewal.** The Participants may extend or renew this MOU by agreement, confirmed in a written amendment signed by each Participant's authorized signatory.

## **ARTICLE III (Amendment)**

- 3.1 **Amendment.** No amendment of the terms of this MOU will be effective unless made in writing and signed by each Participant's authorized signatory.

#### **ARTICLE IV (General Terms)**

**4.1 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.

**4.2 Criminal History Background Checks** - Partners 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. Partners must ensure that no 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. Partners 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 Partners comply 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 Partners.

**4.3 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.

**4.4 Confidentiality** - Partners and/or their 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 Partners virtually using the internet or some other remote means of electronic transmission, Partners 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.

**4.5 Compliance with Board Policies and Procedures** - Partners 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. Partners also agree 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 Partners' 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 Partners remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

**4.6 Commercial Insurance** - Partners 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 Partners, or its agents, representatives, employees, or subcontractors. Partners represent and warrant 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.

**4.7 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, Partners shall

be liable to and hereby agree 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 Partners 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 Partners, their agents, servants, employees, officers, partners, consultants or subcontractors.

4.8 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.

IN WITNESS WHEREOF, the Parties hereto, duly authorized, have caused this agreement to be executed by their duly authorized officers.

Newark Board of Education

Dawn Haynes  
Board President

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Caresparc Community Connections, Inc.

Keith Da Costa  
Executive Director



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