

Memorandum of Understanding
Between
The Board of Education of the City of Newark
And Bard College

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the 1st day of September, 2024 by and between the BOARD OF EDUCATION OF THE CITY OF NEWARK ("Board" or "NBOE") and Bard College ("Partner" or "College").

WHEREAS, Partner has a proven track record of success in implementing innovative public school programs and in creating and operating Bard High School Early College ("BHSEC") Newark in partnership with NBOE:

WHEREAS, NBOE and Partner wish to set forth in writing their understanding of the relationship between NBOE and Partner, and the respective duties and responsibilities of each;

NOW, THEREFORE, the parties to this MOU hereby set forth their agreement and understanding as follows:

1. Collaboration. Partner shall continue its collaboration with NBOE in the operation of BHSEC Newark ("the School"), currently located at 321 Bergen Street, Newark, New Jersey, in accordance with the terms of this Agreement and subject to provisions set forth in Title 18A.
2. Enrollment. The School will serve a target enrollment of Four Hundred (400) NBOE students in grades 9 through 12. NBOE and Partner will continue to collaborate in the recruitment of students for the School, however, the parties' obligations under this MOU shall be effective regardless of the number of students enrolled in the School.
3. Academic program and objective. The School's academic program objective is to provide an intellectually challenging early college program for bright, motivated students that provides a seamless transition for students from middle school to high school to college and results in college readiness and successful completion of up to 60 college credits and a Bard College Associate in Arts degree in accordance with the requirements of Bard College and the Middle States Commission on Higher Education ("Middle States"). Bard College is also licensed by the New Jersey Office of the Secretary of Higher Education to offer the Associate's degree at BHSEC Newark. The School's academic program also fulfills the requirements of the State of New Jersey for a high school diploma.

During 9th and 10th grades, students will be prepared to undertake college level work at the beginning of what would normally be their 11th grade year. The college readiness of such students depends on their ability to: (a) compose informal and formal analytic papers on a frequent basis; (b) read complex texts in all subject areas and process this reading through dialectical note taking; (c) understand and apply the scientific method to subjects in the laboratory and connect that understanding to phenomena students experience in their everyday lives; and (d) grasp mathematical concepts and have an ability to apply those concepts to work in science as well as everyday problems in the real world. The 9th and 10th grade classes of the School's curriculum will teach these skills.

The School's faculty and staff will work with all students to ensure that they have the support they need to succeed in the high school program and move into the college program of the School's curriculum after completion of the 10th grade. In keeping with Bard College's standards and the standards of Bard's accrediting bodies (Middle States and the New Jersey Office of the Secretary of Higher Education), all students must achieve a minimum cumulative 2.0 (C) average in 9th and 10th grades in order to continue on to the college courses in 11th and 12th grades. To graduate with an A.A. degree, students in Years 1 and 2 (11th and 12th grade) must maintain a minimum cumulative 2.0 (C) average in all college credit-bearing classes.

The 11th and 12th grades constitute Year 1 and Year 2 of the School's Early College program. Students in the Year 1 (11th grade) and Year 2 (12th grade) will demonstrate college readiness by carrying out college-level work. College-level work is indicated through satisfactory completion of courses that have college-level content approved by Partner, are taught by college-credentialed faculty, and proceed at the pace generally followed in college courses. While academic advising and tutoring can be employed to facilitate students' successful completion of their college studies, the course materials and assessments should not be altered on account of students' younger ages. Students will be expected to undertake a full course load averaging 15 credits per semester.

The curriculum for the School for all grades shall be developed by the Partner, in keeping with the BHSEC model, is subject to NBOE approval, and shall meet the requirements for the academic credit hours for a District diploma. Requests by Partner for variances regarding curriculum **and** course sequencing, ~~and scheduling~~ shall be given great weight by NBOE. **Specifically, Bard High School will follow the NBOE Science course sequence.** Additionally, the college courses that take the place of the 11th and 12th grade courses shall meet the Partner's requirements for an Associate in Arts degree. Partner, as the college degree granting institution, maintains the sole right to determine if a student has satisfied the requirements to obtain the Associate in Arts degree.

4. Admissions. NBOE acknowledges that, since BHSEC Newark is both an NBOE public school and an accredited branch campus of Bard College, where BHSEC Newark graduates receive both Bard College credits and Associate in Arts degrees from Partner and high school diplomas from NBOE, then: Partner shall be involved in student selection based on the students' readiness and motivation to participate in the School's early college program. NBOE acknowledges that this involvement is necessary for Partner to maintain the accreditation of BHSEC Newark as a branch campus of Bard College. The admissions process for BHSEC Newark will be conducted as part of the NBOE magnet school application process, and will include a review of students' middle school grades, attendance, and test scores. To be eligible for BHSEC Newark, students must also successfully complete the Bard academic audition, composed of an interview and faculty-approved writing assessment. The District will provide the School with student applicant information in a time frame such that the Partner can reasonably complete its own academic audition process within the parameters of the admissions calendar set by NBOE. The Principal will have final authority over the ranking of applicants, in accordance with District policies, and all students who enter the school must meet the Partner's admissions criteria.

In the event that any of the grade levels at BHSEC Newark are under-enrolled, students can apply to BHSEC Newark to fill any open seats as long as they successfully complete the admissions process outlined above.

5. Personnel.

- (a) *Principal.* NBOE acknowledges that, since BHSEC Newark is both an NBOE public school and an accredited branch campus of Bard College, where BHSEC Newark graduates receive both Bard College credits and Associate in Arts degrees from Partner and high school diplomas from NBOE, then: (i) Partner shall be involved in selecting and evaluating the performance of the Principal of BHSEC Newark, and (ii) Partner shall have the opportunity to deem the Principal of BHSEC Newark qualified to serve as a head of a branch campus of the College in terms of academic background and experience. NBOE acknowledges that Partner's involvement is necessary for it to maintain the accreditation of BHSEC Newark as a branch campus of Bard College. During the principal selection process, Partner shall make recommendations to the Superintendent regarding Principal candidates and shall consult with the Superintendent as to the basis of such recommendations. Following such recommendations and consultation, pursuant to NBOE policies and procedures, the Board, upon recommendation of the Superintendent, shall appoint the Principal it determines is most qualified and experienced to successfully maintain and operate BHSEC Newark, according great weight to the Partner's recommendation for Principal. NBOE acknowledges that the appointment of a Principal not agreed upon by Bard College will entitle Partner the option to terminate this Agreement at the end of the current school year.

Additionally, Partner may make recommendations to the Superintendent regarding the Principal's performance. Pursuant to NBOE policies and procedures, evaluation and any decisions regarding renewal, non-renewal, or continued employment of the Principal shall be made by the Superintendent and the Board.

The Partner shall also make recommendations to the Superintendent regarding the administrative leaders of BHSEC Newark, including Vice Principals. During the Vice Principal selection process, the Superintendent shall accord great weight to the Partner's recommendations regarding Vice Principal candidates. NBOE acknowledges that the appointment of a Vice Principal not agreed upon by Bard College will entitle Partner the option to terminate this Agreement at the end of the current school year.

- (b) *Faculty.* NBOE acknowledges that, since BHSEC Newark is both an NBOE public school and an accredited branch campus of Bard College, where BHSEC Newark graduates receive both Bard College credits and Associate in Arts degrees from Partner and high school diplomas from NBOE, then: Partner shall have the opportunity to deem the School's faculty qualified to teach at a branch campus of the College in terms of their academic background and experience. NBOE acknowledges that hiring such qualified college faculty, which includes faculty teaching courses in all subject areas for which college credit is given and the librarian, is necessary for Partner to maintain the accreditation of BHSEC Newark as a branch campus of Bard College. Therefore, the Partner and Principal of BHSEC Newark have the authority to conduct faculty searches, identify candidates, and make recommendations to hire to the Superintendent regarding faculty candidates the Partner deems appropriate, in the Partner and Principal's judgement, to an early college environment. All of BHSEC Newark's courses, both at the high school and the college levels, are taught by college-credentialed teachers, generally with a Ph.D. or other terminal degrees, records of scholarship and publication, experience in teaching at the college level, and active research agendas. Accordingly, BHSEC Newark faculty members will need to possess academic credentials and experience appropriate to courses accredited by Partner (as determined by the College consistent

with

standards maintained by the College for similar accredited courses at other campuses) and be able to adhere to the conceptual knowledge included in, and pedagogy of, courses that satisfy the College Degree Requirements. NBOE acknowledges that the appointment of a faculty member not agreed upon by Bard College will entitle Partner the option to terminate this Agreement at the end of the current school year.

(c) *College Services Employees.* Certain services that Partner requires be provided to the School's students as part of the college program, such as college transfer advising and collegiate academic support, may be provided by employees of Partner located at BHSEC Newark on a full-time or a part-time basis ("College Services Employees"). Identifying and hiring all College Services Employees will be the responsibility of Partner. College Service Employees are eligible to receive contingent worker or consultant status through NBOE. If NBOE creates new employee titles that would be the equivalent of such positions with similar responsibilities, BHSEC Newark and Partner reserve the right to hire such employees through the BHSEC Newark NBOE budget.

6. Administrative Collaboration. The parties acknowledge that BHSEC Newark is a unique institution, in that the School is both an NBOE public school and an accredited branch campus of Bard College, where its graduates receive both a NBOE high school diploma and a Bard College Associate in Arts degree free of tuition charges or fees, although it may require the payment of fees on the same basis and to the same extent as other NBOE public schools (e.g. voluntary non instructional field trip fees and yearbook fees).

Subject to applicable law and the terms of the Mission Statement and Program Guidance Partner and NBOE will exercise their professional judgment and discretion and employ their best efforts to collaborate with the School Principal in all aspects of the School program, including but not limited to recruitment, admission and retention of students; establishment of the academic calendar and schedule; establishment and implementation of curriculum and instruction; choice and purchase of textbooks and other educational materials; professional development and instructional support for faculty and staff, including mentoring of new faculty members and administrators; summer and extended day programs; and assessment of student performance and academic standards.

7. Approval of Alternate Methodology/Waiver. The School will be required to operate in full compliance with all applicable federal, state, and local laws. state regulations, District policies and regulations, and applicable collective bargaining agreements. However, the School may be granted a waiver of (or request District approval for an alternate to) any provision of NBOE policies. procedures, District guidance, District-approved curriculum or course of study. academic calendar or collective bargaining agreements upon submission of a joint application for such waiver by Partner and the Principal of the School and approval by the Superintendent in accordance with applicable law. Such applications shall identify the specific provision from which a waiver is sought, the proposed replacement provision/policy/procedure, and a description of how the School will address any issues raised by the waiver and alternate approval. The decision whether to grant such a waiver/alternate approval shall be based on factors which shall include, but may not be limited to, the following:

(a) No waiver will be granted with respect to any policy, procedure or District guidance pertaining State-mandated assessments, licensing and certification of teaching staff, criminal history record checks, civil rights, or health and safety.

(b) No waiver will be granted with respect to any valid provision of a collective bargaining agreement without agreement by the relevant collective bargaining representative.

8. School Facilities. NBOE will provide Partner with a school facility suitable for the Partner's high school and early college curriculum (including science laboratories appropriate for high school science courses at a minimum) and maintained by NBOE facilities department for the duration of this agreement.

Partner's employees/agents working on behalf of the School include, but are not limited to:

Dumaine Williams	Bard College Dean of the Early Colleges
Olga Ramos	Deputy Director, Bard Early College
John Gardenhire.	Bard Early College Assistant Director of Finance and Operations
Alysa Hutson	Director of Policy and Strategy
Daryl Hornick-Becker	Director of Public Policy and Partnerships

If Partner's employees/agents expected to be on site at the School on a regular basis are not yet known or additional such employees/agents are later identified, Partner will promptly notify the Principal and provide the additional names and titles. All other employees/agents of Partner will be expected to comply with District and School policies and procedures pertaining to school visitors.

Budget Allocation and Support. The School will receive a budget allocation every school year in accordance with the NBOE weighted student formula, and applied to all District schools. NBOE will provide the School with services comparable to other NBOE schools and at the level that the School currently receives. In addition, NBOE recognizes that BHSEC Newark students are enrolled in college-level courses and receive both Bard College credits and Associate in Arts degrees from Partner and high school diplomas from NBOE, and that college-level staffing requirements, course materials, and supports are more costly than high-school level staffing, materials, and supports. These additional costs will be considered in NBOE budgeting decisions. See Appendix A, Budget Explanation, for an explanation of BHSEC Newark's costs. **In recognition of the additional costs to Bard College of operating the early college program, in addition to the school budget allocation, NBOE will reimburse Bard College to cover early college costs on a per college credit basis, using a rate of \$150 per college credit, not to exceed \$400,000 annually.**

9. Access to Education Records. Students at the School shall be considered students at the Partner, and Partner's employees shall have access to education records of prospective, current and former students of the School and personally identifiable information relating to such students, to the extent that those employees have legitimate educational interests in such records and information, subject to the following conditions:

- (a) Access to education records and personally identifiable information in such records shall be in accordance with all applicable NBOE policies and procedures;
- (b) Partner's employees shall have access to education records and personally identifiable information only for the purposes set forth in this MOU, and only upon execution of a Confidentiality Certification by each employee who may be granted such access;
- (c) Neither Partner nor its employees shall disclose personally identifiable information from any education record to any third party without the prior written consent of the parent or eligible student; and
- (d) Use and maintenance of education records shall be subject to monitoring and supervision by the Superintendent or the Superintendent's designee.

10. Criminal History Record Checks. The Partner shall provide proof to the District that each worker assigned 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. Failure to provide proof of a criminal history background check for any employee at a contract school location will be deemed a breach of contract by the Partner.

If it is discovered during the course of the Contract that an employee is working at a contract school location with either a disqualifying criminal history record information or no criminal history background check, said employee is to be immediately removed by the Partner. Failure to immediately remove said employee either upon notification by the District or discovery by the Partner shall constitute a material breach of contract.

11. Student Performance Data. Student performance data will be collected, analyzed and measured using the District's data dashboard.

12. School Performance and Evaluation. School performance will be measured based on student outcomes to be determined through a collaborative goal setting process with the Principal, Partner, and Superintendent or representative. To ensure that BHSEC Newark is operated in a manner that allows it to fulfill Partner's independent obligations and standards, Partner, at its option, shall have the right to independently assess and evaluate the performance of BHSEC Newark. Partner may conduct its own evaluations relating to BHSEC Newark courses and such evaluations will be accorded great weight in any NBOE evaluation.

13. Indemnification.

- (a) In consideration for execution of this MOU and the benefits of collaboration with NBOE to be received by Partner (which are acknowledged to be good and valuable consideration), Partner agrees to fully indemnify, release, protect and hold harmless NBOE, its Board of Education and members thereof, the Superintendent, and NBOE' officers, employees, agents and representatives as well as the respective heirs, personal representatives, successors and assigns of any and all of them from and against any and all losses, damages, costs, expenses, claims and liabilities (including all attorneys' fees and costs), which NBOE or any of the parties listed in this paragraph may suffer or incur

as a result of the willful, reckless or negligent acts, errors or omissions of Partner, its employees or agents in connection with their performance under this MOU.

(b) In consideration for the execution of this MOU and the resources to be provided by Partner and the benefits to be received by NBOE and its students (which are acknowledged to be good and valuable consideration), to the extent permitted by law, NBOE agrees to fully indemnify, release, protect and hold harmless Partner, its officers, employees, agents and representatives as well as the respective heirs, personal representatives, successors and assigns of any and all of them from and against any and all losses, damages, costs, expenses, claims, liabilities and responsibilities (including all attorneys' fees and costs), which Partner or any of the parties listed in this paragraph may suffer or incur as a result of the willful, reckless or negligent acts, errors or omissions of NBOE, its employees and agents in connection with their performance under this agreement.

14. Insurance. Partner shall maintain comprehensive commercial general liability insurance coverage by a carrier licensed to provide such coverage in the State of New Jersey. The comprehensive general liability policy shall reflect coverage of not less than \$1,000,000 per occurrence for general liability, \$1,000,000 per occurrence for personal injury and \$1,000,000 for property damage. Partner shall require that all persons engaged or employed to perform services at or in connection with the School shall be covered by such insurance or carry and maintain similar insurance in the amounts stated herein.

Prior to the start of work, the Partner (and if applicable the sub-contractor) must submit a Certificate of Insurance as evidence that the following insurance coverages are in place for the duration of the contract. The Partner will secure the required insurance at their expense. The Certificate of Insurance must contain the following information: Name of insurance company, insurance policy number, policy period, limits of liability, deductibles if any. The Newark Public Schools is to be added as an additional insured but only as our interest may appear on all Certificates of Insurance.

15. Effective Date and Term. This MOU shall continue to be effective as of the date set forth above for a three-year term through June 30, 2024 unless either party terminates it in accordance with its terms. Thereafter, this MOU will continue in effect unless either party notifies the other in writing of its decision not to renew this MOU in accordance with its terms.

16. Termination.

(a) For Cause. Either party may terminate this MOU and the parties' partnership for Cause upon written notice to the other. For purposes of this paragraph, "Cause" shall be the material breach of any provision of this MOU, provided that other party shall be entitled to 14 days prior notice and an opportunity to cure any such breach. In addition, with respect to termination for cause by NBOE, "cause" shall include any conduct by Partner or any employee, consultant or agent of Partner that, if by an employee, consultant or agent of NBOE, would, in the judgment of the Superintendent constitute unbecoming conduct.

(b) Without Cause. Either party may terminate this MOU and the parties' partnership without Cause upon (30) days written notice to the other. Upon termination, the District

relinquishes the right to use the Bard College or Bard High School Early College name.

17. No Assignment. Partner shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation.

18. Complete Understanding. This MOU represents the complete understanding between the parties on the matters set forth herein. No other promises, agreements, discussions, or understandings have been made or relied upon by either party to induce the execution of this MOU by the other party. No other promises, agreements, discussions, or understandings shall be binding or shall modify this MOU unless made in writing and signed by each of the parties.

19. Governing Law. This MOU shall be governed by the laws of New Jersey. To the fullest extent permitted by law, this agreement shall govern over any conflicting NBOE policies, contracts, rules or regulations and in the event that applicable law prevents a term of this agreement from controlling, the Partner's recommendation and input on the matter will be accorded the greatest weight possible.

By signing this MOU, each of the individuals whose name appears below represents that he or she is authorized to do so on behalf of the named party and to bind that party to the terms set forth herein, and further represents that this MOU accurately states the parties' understanding.

Newark Board of Education

By: _____

Name: Hasani K. Council

Title: Board President

Date: _____

Bard College

By:  _____

Name: Dumaine Williams

Title: Vice President & Dean, Bard College

Date: May 7, 2024