

NJIT/NEWARK MATH SUCCESS INITIATIVE (MSI) – COHORT 2025
DATA SHARING AGREEMENT BETWEEN
NEWARK BOARD OF EDUCATION
AND
NEW JERSEY INSTITUTE OF TECHNOLOGY

This Data Sharing Agreement (the “Agreement”) for the NJIT/Newark Math Success Initiative (MSI) is made by and between the Newark Board of Education (“NBOE”), having its principal offices at 765 Broad Street, Newark, NJ 07102 and New Jersey Institute of Technology (“NJIT”), located at 323 Dr. Martin Luther King, Jr. Boulevard, Newark, NJ 07102. NBOE and NJIT, each individually a “Party,” are collectively referred to herein as the “Parties.”

WHEREAS, NBOE is a comprehensive community public school district that serves the entire City of Newark;

WHEREAS, NJIT is a public research university located in the City of Newark;

WHEREAS, the Parties are working together to operate the NJIT/Newark Math Success Initiative (MSI), which is designed to identify and strengthen qualified NBOE high school students’ mathematics knowledge, skills and preparation for college work, as well as provide professional development opportunities to NBOE teachers; and

WHEREAS, to carry out MSI, NBOE will share the education records of participating students with NJIT; and

WHEREAS, the activities contemplated by this Agreement are of mutual interest and benefit to NBOE and NJIT and will further the objectives of the Parties in a manner consistent with their respective non-profit, tax-exempt, educational status.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree to the following:

1. Records.

NBOE will provide, via a secure method of transmission, the education records of students participating in MSI during summer 2025 and the 2025-2026 academic year (the “Student Data”), such records to include, but not be limited to, transcript records, testing scores and other mutually agreeable records. For purposes of clarification, unless otherwise agreed to in writing, “mutually agreeable records” shall consist of grade reports that might not be on the transcript such as recent report card grades, test scores - any and all available; including prior to high school, if available, and Individual Demographic Data (e.g., reduced-lunch eligibility, special education IEP qualification).

In accordance with the Federal Educational Rights and Privacy Act (“FERPA”), NBOE designates NJIT as a “school official” with a legitimate educational interest in the personally identifiable information found in the Student Data and as under the control and direction of NBOE with respect to such records.

2. Use of the Records.

NJIT agrees to the following with respect to the Student Data:

- a. NJIT will not use or further disclose any of the Student Data except as needed to carry out the MSI program or as required by law, and the Student Data will only be disclosed to those NJIT personnel who have a need-to-know;
- b. NJIT will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Student Data;
- c. In the unlikely event of a discovery of a breach, NJIT will notify NBOE as soon as practicable informing it of the same and NJIT will take steps to limit and mitigate the damage of such security breach; and
- d. NJIT will destroy the Student Data at the expiration or earlier termination of this Agreement.

3. Term.

The term of this Agreement covers the sixth cohort of students participating in MSI and will terminate on August 31, 2026 (the “Term”). Either Party may terminate this Agreement immediately, if for cause, or, if for convenience, by submitting thirty (30) days’ prior written notification to the other Party.

4. Limitation of Liability.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, NJIT shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any wrongful or negligent act or omission of its employees, agents or officers, in the performance of this Agreement.

NBOE shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any wrongful or negligent act or omission of its employees, agents or officers, in the performance of this Agreement.

Neither Party waives any right or defense to indemnification that may exist under law or equity. Neither Party shall have any liability to the other for any consequential, exemplary, special, incidental or punitive damages even if advised of the possibility of such damages, including without limitation lost profits and opportunity.

5. General Provisions.

- a. No Assignment. This Agreement may not be assigned or delegated by either Party without the prior written consent of the other Party.
- b. No Agency. Each Party acknowledges and agrees that the relationship with each other is that of independent contractors, and this Agreement shall not be construed to create a joint venture or agency relationship between the Parties.
- c. Enforcement. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, all other provisions of the Agreement shall remain in full force and effect. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflicts of laws principles and rules, with all disputes venued in Essex County.
- e. Notices. All notices, consents, demands and other communications between the Parties under or regarding this Agreement shall be in writing (which includes facsimile) and shall be sent to the recipient's address set forth above to the attention of the signatories below.
- f. Counterparts. This Agreement may be executed in any number of original, facsimile or pdf counterparts. Each such counterpart shall for all purposes be deemed an original.
- g. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding this matter and merges all prior discussions. There are no representations, warranties or promises not expressly set forth in this Agreement. This Agreement may not be modified, amended or renewed except by writing, signed by both Parties.

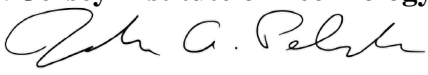
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the date of the later of the two signatures below.

Newark Board of Education

By: _____
Name: Hasani K. Council
Title: Board President

Date: _____

New Jersey Institute of Technology

By: _____
Name: John A. Pelesko, Ph.D.
Title: Provost and Senior Vice President for Academic Affairs

Date: April 22, 2025