

**MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN
FOCUS AND THE NEWARK BOARD OF EDUCATION**

THIS AGREEMENT is made and entered into this 3rd day of February 2025 (the “Effective Date”), by and between NEWARK BOARD OF EDUCATION (herein after “NBOE”, the “Board” or “District”) with offices at 765 Broad Street, Newark, New Jersey 07102 and **FOCUS** Hispanic Center for Community Development, Inc. (hereinafter “**FOCUS**” or “Partner”) with offices at 441-443 Broad Street, Newark, NJ 07102.

WHEREAS, Focus (i) has the corporate power and authority, and the legal right to conduct the business in which it is currently engaged; (ii) is in compliance with applicable laws and regulations; and (iii) desires to provide services to NBOE; and

WHEREAS, FOCUS desires to provide services to the District for the Nita M. Lowey 21st Century Community Learning Center for 2025-26;

WHEREAS this MOU and the Reciprocal Relationship established hereby will further the following priorities and strategies (one or more) set forth in the Strategic Plan:

6.1 Establish and staff the Office of Strategic Partnerships to enhance the district’s and schools’ engagement with the many external organizations that provide resources, programs, and supports to schools and students.

NOW, THEREFORE in consideration of the premises and the mutual promises, covenants and conditions herein, the parties agree as follows:

(1.0) Provision of Services

(1.1) In partnership with NBOE, **FOCUS** will provide services to the district for the 21st Century Community Learning Center Grant Program of the No Child Left Behind Act for the 2025-26 school year, the provisions of which are hereby incorporated by reference as contained in the attached Program Abstract. These services will commence on September 1, 2025, and will continue through August 31, 2026, for the students attending various schools in the district.

(1.2) **FOCUS** will provide the following specific services within the contract period:

- The Nita M. Lowey 21st Century Community Learning Center Grant Program under Title IV, Part B, of the ESEA Act, as amended by the No Child Left Behind Act of 2001 as indicated in the attached **FOCUS** 21st CCLC Program Abstract.

(2.0) Billing and Payment

No payment of monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the NBOE and **FOCUS** that the cooperation of and participation in the Program does not require monetary payment and that this Agreement is limited to **FOCUS’** and NBOE’ participation in the program.

(3.0) Term and Termination

- (3.1) The term of this Agreement is from September 1, 2025, to August 31, 2026.
- (3.2) This Agreement can be terminated without cause at an earlier date by signed, mutual agreement in writing by both parties or upon thirty (30) days written notice by either party.
- (3.3) NPS reserves the right to terminate this Agreement immediately if **FOCUS** fails to comply with the terms specified in Section 5.0 of this Agreement.

(4.0) Miscellaneous

- (4.1) The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and the parties have read, understood and approved this Agreement in its entirety.
- (4.2) This Agreement may be amended only by a written agreement executed by both parties.
- (4.3) All notices, copies of notices or other communications required or permitted hereunder shall be written and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by telecopy accompanied by simultaneous mailing by first-class mail, addressed to the parties at their registered addresses as follows:

Contractual and legal notices should be sent to:

To Focus:

To NBOE:

FOCUS	Newark Board of Education
Hispanic Center for Comm. Development, Inc.	
441-443 Broad Street	765 Broad Street
Newark, NJ 07102	Newark, New Jersey 07102
Attention: Maritza Aráuz	Attention: Roger León
Telephone: 973-624-3234	Telephone: 973-733-7333
marauz@focus411.org	Rleon@NPS.K12.NJ.US

All notices shall be effective as of the date of delivery of personal notice or three (3) days after deposit of such notice in the United States mail, whichever is applicable.

- (4.4) This Agreement shall be deemed to have been executed in the State of New Jersey and shall be governed by and construed in accordance with the laws of a competent jurisdiction. The parties agree that all claims arising under this Agreement, or related

thereto, shall be heard and determined in a court of competent jurisdiction in the United States.

(4.5) If any provision of this Agreement is held by a court of competent jurisdiction or determined under applicable federal or state law to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect.

(4.6) Except as otherwise provided in this Agreement, the parties hereto may not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other party. Any assignment made without the consent of the other party shall be void and the non-assigning party shall not recognize any such assignment.

(4.7) Both parties agree to maintain all client and student information confidentially in accordance with all New Jersey State and federal laws and regulations, including but not limited to the federal Children's Online Privacy Protection Act of 1998 ("COPPA")(15 U.S.C. Sec. 6501 et seq.), 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).

Data-Sharing. During the term of this MOU, Partner may be provided access to and/or disclosure of Board-generated materials, education records, and employee records in order to perform the service described herein. Such access and/or disclosure shall be subject to the following terms and conditions:

A. Definitions. As used in this Agreement:

(1) The term "Board-generated materials" shall mean any and all information, data, documents, recordings, images, and works of any kind, regardless of form, format, or source, provided to Partner by or on behalf of the Board for its use or reference in connection with this MOU.

(2) The term "education records" shall mean any and all records and data in any format, including electronically stored data, directly relating to any student(s) or former student(s), and shall include but not be limited to all "student records" as defined in New Jersey law and regulations and all personally identifiable information relating to any student(s), their parents and/or family members.

(3) The term "employee records" shall mean any and all records and data, in any format, including electronically stored data, directly relating to any employee(s) or former employee(s) of the Board.

B. Confidentiality and Conditions of Access/Disclosure.

(1) Partner acknowledges that its receipt and use of Board-generated materials, education records, and employee records pursuant to this MOU shall be solely for the purpose of performance of the services set forth in this MOU, and agrees to maintain strict confidentiality of all such materials and records and protect them from unauthorized disclosure. Partner further acknowledges and agrees that any unauthorized disclosure of Board-generated materials, education records or employee records,

whether willful or negligent, shall entitle NBOE to any and all remedies available at law or in equity, including compensatory, punitive and consequential damages, and shall entitle NBOE to terminate this MOU and any services provided pursuant hereto with or without advance notice to Partner.

(2) Partner agrees to maintain all education records received from or through NBOE confidentially in accordance with all applicable New Jersey state and federal laws and regulations, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its regulations, 42 CFR Part 2 and 42 CFR Parts 160 & 164; the Children's Online Privacy Protection Act of 1998 ("COPPA"), 15 U.S.C. §6501 et seq.; the Protection of Pupil Rights Amendment ("PPRA"), 20 USC §1232h and its regulations, 34 CFR Part 98; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the New Jersey Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1).

(3) Partner understands and agrees that it is performing a service for which NBOE would otherwise use employees, and that, with respect to the use and maintenance of education records, employee records and personally identifiable information pertaining to NBOE students and employees, Partner's employees or agents of are performing such services under the direct control of the NBOE, under the supervision of the NBOE administrators or managers to whom they report, and in accordance with all applicable NBOE policies.

(4) Partner and its officers and agents may use the education records, employee records and personally identifiable information disclosed to them only in order to perform the service or function set forth in this MOU.

(5) All education records, employee records and personally identifiable information pertaining to NBOE students and employees shall be treated as confidential whether or not explicitly designated as such. Neither Partner nor any of its employees or agents will disclose any education records or any student's personally identifiable information to any other party without the prior written consent of the student (if an adult) or the student's parent. Neither Partner nor any of its employees or agents will disclose any employee records or any employee's personally identifiable information without the prior written consent of the employee.

(6) Within 30 days of expiration or termination of this MOU, Partner will return to the Board or destroy all Board-generated materials, education records, and employee records.

C. Unauthorized Use or Disclosure/Security Incidents. Partner shall immediately advise NBOE of any and all unauthorized use, disclosure or loss of any Board-generated materials, education records, or employee records, including but not limited to any breach, redisclosure, compromise, threat, or vulnerability involving any data provided to it pursuant to this MOU ("Security Incident"). A detailed report shall be provided within 24 hours of the Security Incident, in writing and/or electronically to the individual identified in paragraph 14 below. Such detailed report shall contain (1) the nature of the Security Incident (specific unauthorized use, disclosure, or loss; and date, time, location of the Security Incident); (2) the materials, records, data, or information used, disclosed, or re-disclosed; (3) all persons or entities, if known, who may have received Board-generated materials, education records, or employee records as a result of the Security

Incident; and (4) actions taken by Partner as a result of the Security Incident. The detailed report shall be updated as required if and as additional required information is obtained by Partner.

- (4.8)** None of the provisions of this Agreement is 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 this Agreement. 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.
- (4.9)** 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. .
- (4.10)** Focus warrants that it has at the time of execution of this Agreement adequate and appropriate professionally and/or general liability insurance as well as worker's compensation insurance for all Focus employees.
- (4.11)** Neither party to this Agreement will discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.
- (4.12)** Both parties represent that no fee, commission, compensation, gifts or gratuity was paid or received regarding the solicitation of this Agreement, in contravention to N.J.S.A. 52:13D-13 et seq.
- (4.13)** The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:5-1 dealing with discrimination in employment in public agreements, and the rules and regulations promulgated pursuant thereunto, as the same may be amended or modified, are hereby made a part of this Agreement and are binding upon them.
- (4.14)** Focus shall defend, indemnify and hold harmless the Newark Board of Education from any and all claims, costs, damages, or injuries to persons or property of whatever kind of nature arising out of or in connection with the performance of this agreement, including the actions of any consultants or subcontractors it may hire. FOCUS shall provide the

Newark Board of Education with a Certificate of Insurance issued by a New Jersey licensed insurance carrier prior to the start of this contract listing the Newark Public Schools as an additional insured. The insurance certificate shall provide general liability insurance for the operation of the program in the amount of \$1,000,000 combined single limit coverage for bodily injury and property damage for each occurrence, or in an amount acceptable to the Newark Public Schools as an additional named insured.

FOCUS shall provide adequate proof of Worker's Compensation Insurance Coverage for the period of this contract prior to its inception. Focus shall also provide Fidelity, Dishonesty or Commercial bonding in the amount of the contract or in an amount acceptable to the Newark Board of Education. This Agreement shall be contingent upon proof of insurance coverage for the entire contract period, notwithstanding that the Newark Public Schools may accept any in place coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement. Focus shall submit proof automobile liability and uninsured/underinsured motorist insurance in the amount of at least \$3,000,000 combined single limit coverage for bodily injury and property damage, or in an amount acceptable to the Newark Board of Education, prior to the use/rental of any vehicles/buses for student transportation. This automobile liability insurance must cover the "Newark Board of Education" as an additional insured.

5.0 Background Checks

- (5.1)** Focus shall provide proof to the District that each worker that may be assigned to a project involving contact with children or that may be assigned to a contract school location has had a criminal history background check, and that said background 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 Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. **FOCUS** must provide said proof to the District no later than thirty (30) days after execution of this agreement. The services under this agreement shall not begin or proceed until **FOCUS** complies with the requirements of this section. Failure to provide proof of a criminal history background check(s) within said time limitation shall be deemed a material breach of this agreement by Focus, and as such, serves as a basis for the district to immediately terminate the agreement.
- (5.2)** If it is discovered during the course of the agreement that either: (i) an employee with disqualifying criminal history record information on file, or (ii) an employee who has not had a criminal background check, is assigned to a project involving contact with children or is working at a contract school location, said employee is to be removed immediately by **FOCUS**. Failure to immediately remove said employee either upon notification by the district or by discovery by Focus shall be deemed a material breach of the agreement by **FOCUS**, and as such, serves as a basis for the district to immediately terminate the agreement.
- (5.3)** **FOCUS** must immediately notify the district in writing regarding any employee(s) that is hired after the execution of this agreement that may, or will, be assigned to a project involving contact with children or otherwise work at a contract school location. Said

employee(s) may not be assigned to a project involving contact with children or work at a contract school location until **FOCUS** provides the District with proof that said individual(s) has had a criminal history background check, and that said background 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 Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq.

- (5.4) Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall be provided to the District by Focus prior to the assignment and commencement of work of each employee.

6.0 Independent Entities

- (6.1) None of the provisions of this 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 this 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.

7.0 Survivability

- (7.1) If any provision of this MOU is held by a court of competent jurisdiction or determined under applicable federal or state law to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect.

8.0 Non-recruitment

During the term of this MOU, and for a period of one year following the termination of this MOU for any reason, in the absence of any prior express, written authorization from the Board Superintendent which may permit Partner to do so, Partner agrees that it will not directly or indirectly hire any of the Board's employees, or solicit any of the Board's current or recently separated employees from the past 12 months, for the purpose of hiring them or inducing them to leave their employment with the Board or offer any status as an independent contractor with Partner, nor will Partner utilize any third party to act on its behalf to try to otherwise hire any Board employee or solicit any Board employee or induce/encourage them to leave employment with the Board. Should Partner violate this provision, this MOU is subject to immediate termination by the Board upon written notice to Partner.

9.0 Strategic Plan

Partner hereby acknowledges receipt of a copy of the Board's Strategic Plan, *The Next Decade: 2020-30*; acknowledges the Mission and Vision stated in the Strategic Plan and agrees to act as a partner of the Board in furtherance thereof; agrees to abide by the Core Values stated in the Strategic Plan; and agrees that this MOU is in furtherance of the Core Value of Reciprocal Relationships, by which the Board provides opportunities for impactful collaboration within and beyond the organization, resulting in student success

Agreed and accepted by:

Newark Board of Education

**FOCUS Hispanic Center for Community Development,
Inc.**

Date
Title: _____

February 3, 2025
Date
Maritza Aráuz
Executive Director, **FOCUS**