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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NATIONAL SCHOOL CLIMATE CENTER AT RAMAPO FOR  
CHILDREN  
AND THE NEWARK BOARD OF EDUCATION**

1. **Parties.** This Memorandum of Understanding (“MOU”) is entered into as of **October 20, 2022** between Ramapo NYC, a 501c3 nonprofit with its principal place of business at 49 West 38th Street, 5th Floor, New York, 10018 (“Ramapo NYC”, “Ramapo” or “Partner”), and the **Newark Board of Education at Avon Avenue School** located at 219 Avon Avenue, Newark, NJ 07108 (the “Board”).

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions of partnership between the two parties to provide professional development and school climate services on site at the Partner school.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of Ramapo NYC and the Board(collectively “the Parties”) to this MOU and the governing bodies of the Parties’ respective counties or municipalities and shall remain in full force and effect for one year from date of execution. This MOU may be terminated, without cause, by either party upon ten (10) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities Ramapo For Children.**

- A. Provide up to 20 full days equivalents of virtual or onsite professional development.
- B. Assign qualified coaches and trainer to meet the needs of the school community,
- C. Co-design professional development with school leadership and communicate regularly about the work scope to ensure alignment with school needs.
- D. Provide Partner with updates and reporting on participant participation and progress.

5. **Responsibilities of Board.** Board agrees to the following as part of participating in the SCLC:

- A. Participate in needs assessment meetings to create a professional development plan;



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- B. Collaborate with NSCC at RFC to schedule professional development and coaching sessions and ensure staff on site are made available to meet with the coach or participate in group sessions.
- C. Support participants in integrating learning from professional development activities into their day to day school activities

6. **Payment.** This work is fully covered by grant monies allocated to Ramapo NYC to work in Newark schools and thus there will be no charge for these activities.

7. **Scheduling.** Coaching sessions and professional development will follow a schedule and structure determined Ramapo in conjunction with the Board and the coach.

- A. **Rescheduling.** If the Board needs to request changes to the schedule for Participants, the Board agrees to allow Ramapo to reschedule. Any sessions that cannot be rescheduled within one month will be forfeited.

## 8. General Provisions

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New Jersey. The courts of the State of New Jersey shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the County of Essex, New Jersey.

C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. **Work Product.** All educational materials and resources containing Ramapo NYC's logos and/or branding, and shared with the Board, or the cohort sponsored by the Board, are the property and intellectual property of Ramapo.



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**F. Case Studies.** Ramapo retains the right to use anonymous versions of case studies and other Participant work for educational purposes, including in development of future professional development content.

**G. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**H. Criminal History Background Checks** - Partner shall ensure that each worker(s), subcontractors(s), agent(s), intern(s) and/or 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.

**I. 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). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner 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



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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.

**J. 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.

**K. 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.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.



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**L. Compliance with Board Policies and Procedures** - 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 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. Partner also agrees 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, vaccinations, testing and social distancing. Should any of Partner’s 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 Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

**8. Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Ramapo NYC**

1/18/2023

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Katrina Huffman, Associate Executive Director

Date

**Newark Board of Education**

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Dawn Haynes, Board President

Date