

DREW

Theatre Arts Program

MoU Between
Drew University, Theatre Arts Program (“Drew”)
AND
Arts High School
550 Dr. Martin Luther King
BLVD, Newark, NJ 07102
 (“Agency”)

The purpose of this MoU is to facilitate the participation of Agency’s students in an after-school drama program facilitated by Drew with the above named agency in Drew’s AdvantageArts Program (the “Program”). The parties to this MoU believe it to be mutually beneficial and agree that their cooperation in designing and implementing students’ Program will result in meeting the Program’s learning goals while providing real assistance to the agency in meeting community goals aligned with its mission.

Obligations of Drew

Drew is responsible to provide to the Agency’s students enrolled in the AdvantageArts Program, as follows:

- a. To provide an orientation to the mission, policies, procedures, and rules of conduct to the agency including acceptable conduct for all on-site, virtual, and off-site Program activities.
- b. To perform its work and teaching curriculum in a safe and skilled manner as discussed with the Agency and detailed in Appendices attached herein.
- c. To designate a Drew primary point of contact during their work with this agency.
- d. To ensure a safe and appropriate working environment and activities, physically and virtually, that meet both Agency and Drew goals.
- e. To confer regularly with the Agency’s primary point of contact to discuss appropriate activities within the program, any issues related to the performance or behavior of Agency participants and employees, and to inform the Agency if a student participant behaves inappropriately or irresponsibly or suffers a medical emergency. Drew faculty and staff who are mandated reporters, meaning that any person who has a reasonable cause to believe that a child has been subjected to acts of abuse or neglect, should immediately report this information to the Agency and to the State Central Registry as required under the NJ law and in accordance with the [State of New Jersey Division of Children and Families](#).
- f. To adhere to Drew’s training requirements for all Drew faculty, staff, and students who are working with Minors and complete the Minors on campus training provided by Drew through the Office of Human Resources, including review and adherence with Drew’s [Minors on Campus Policy](#).

- g. Drew reserves the right to remove any Agency student participant from the Program, upon written notice to the Agency, for behavior or conduct not in compliance with Drew's policies and Program guidelines.
- h. When Drew is closed or curtailed in any way (due to snow, pandemic, or any other emergency) on a day on which the Program is scheduled, every attempt will be made to reschedule the Program at the convenience of all parties involved. Drew will provide as prompt of notice as reasonable given the circumstances of unanticipated problems or delays.

Obligations of Agency

The Agency is responsible to provide as follows:

- a. To instruct Agency student participants in understanding their obligations as participants in this Program, including but not limited to compliance Drew's Title IX, Non-Discrimination and Harassment policies and with Drew policies and procedures on the [Drew Policy Library](#) website and in accordance with Drew's Campus Health and Safety Guidelines on the [Coronavirus \(COVID-19\) Information & Updates](#) website.
- b. To advise Agency students of their additional requirement to adhere to Newark Public School's/Charter School's Code of Conduct, including acceptable behavior during all virtual components of the Program.
- c. To provide on-going monitoring and support for Agency students to ensure a mutually beneficial relationship.

Obligations of the Parties

Both parties understand that the following conditions apply to all students in the Program:

- a. Drew may not transport or meet alone with Agency students.
- b. Students are required by the state of New Jersey to carry medical insurance and are responsible for any medical expenses incurred during the Program.
- c. All materials and other products created or developed under the direction of the Program are the property of that party and/or student. Yet, Drew's AdvantageArts Program is permitted to use any such products for educational, marketing, and informational purposes, with the exception of any materials that the parties determine would violate confidentiality if used in this manner.
- d. The Parties agree to comply with all applicable laws, regulations, executive orders, rules and policies and shall be solely responsible for obtaining and maintaining all licenses, certifications, permits, or other governmental approvals in connection with its work and that of any employee, subcontractor, or agent under this Contract.

Additional Terms and Conditions of the Parties

1. Term

This MoU shall be in effect for a period of one (1) semester, or 8 sessions, commencing on February 12th, 2024 and terminating on April 22nd, 2024. Upon mutual MoU from both parties, in writing, within thirty (30) days of the termination date, the MoU may be extended for an additional one (1) year term.

2. AdvantageArts will offer classes free of charge. The Agency, the school will provide space in their school building at 550 Dr. Martin Luther King BLVD, Newark, NJ 07102 for pre-arranged classes, workshops, and performances free of charge.

2. Termination

- a. At any time during the term of this MoU, the parties may terminate this MoU with or without cause, by providing at least sixty (30) days advance written notice to the other or upon mutual consent of the parties.
- b. In the event of a material breach of any provision of this MoU by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this MoU.

3. Insurance

The Parties shall, at their sole cost and expense, throughout the term of this MoU or any extension thereof maintain the following insurance:

- i. **Commercial General Liability:** \$1 Million per occurrence (Coverage to include on-site instruction activities and performance);
- ii. **Workers Compensation:** Statutory Benefits; Employer's Liability: \$1 million and Occupational Disease: \$1 Million. (Statutory benefits applicable where work will take place);
- iii. **Sexual Abuse Liability:** \$1 Million per occurrence/\$5 Million aggregate; and
- iv. **School Board Legal Liability:** \$1 Million per occurrence.

A certificate of insurance showing proof of all coverage may be requested by Drew during the term of this MoU. Each party shall furnish the other a certificate of insurance showing proof of all coverage at the commencement of the term of this MoU and each renewal certificate of such policy will be furnished at the expiration of the previous policies. All insurance must be primary, non-contributory and contain no exclusions.

4. Allocation of Liability/Assumption of Risk/Indemnification

Each party agrees to be liable for its own negligence and the negligent acts or omissions of its trustees, directors, officers, or employees. Each party agrees to hold the other free and harmless and to defend and indemnify that party, its trustees, directors, officers, or employees against any and all losses, damages and/or liabilities incurred by reason of any negligent act or acts by, commissions or omissions by it or its trustees, directors, officers or employees in connection with this MoU.

5. **Mutual Cooperation.** This MoU is meant to reflect an evolving professional relationship between the Drew and the Agency. Therefore, it must be premised upon continuous assessment of the activities and services with the responsibility of articulation residing with the respective liaison persons. In addition, an annual meeting between representatives of the Drew and representatives of the Agency will be held during each Spring Semester to discuss problems and make necessary revisions to meet changing conditions.

6. **Independent Contractor Status.** Both Agency and Drew are independent contractors. It is not intended that an employer/employee, joint venture, or partnership MoU be established hereby expressly or by implication between Agency and Drew. Each of the parties to this MoU shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.

7. **Confidentiality.** Both Drew and Agency shall at all times comply with standards of documentation and confidentiality mandated by state and federal laws and regulations, as same may be modified and amended from time to time.

Agency agrees to comply with the limitations on the disclosure and re-disclosure of personally identifiable information from student education records as set forth in FERPA. Should Agency, its officers, employees and agents, receive information constituting a student education record from Drew, Agency agrees it shall only use the information for the purposes for which the disclosure is made. In this connection, Agency shall not make any disclosure or re-disclosure of such information unless in compliance with FERPA and maintain a record of any such disclosures or re-disclosures, with advance written notice to Drew.

8. **No Discrimination.** The Drew and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this MoU. The parties further agree to comply with all applicable federal, state, and local laws, rules and regulations including, but not limited to, the Civil Rights Act of 1964 (as amended in 1991), Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, the Age of Discrimination in Employment Act of 1975, and the Americans with Disabilities Act of 1990.

9. **No Waiver.** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

10. **Entire MoU.** This MoU supersedes any and all other MoUs, either oral or in writing, between the parties with respect to the services of Agency or Drew, and this MoU contains all the covenants and MoUs between the parties with respect to this student teaching affiliation MoU. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this MoU.

11. **Modification.** Agency or Drew may from time to time request changes to the terms in this MoU. Such changes shall be valid only if incorporated as a written amendment to this MoU.

12. **Assignability.** The duties and obligations of each of the parties hereto shall be deemed personal and unique. This MoU and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

13. **Governing Law.** This MoU shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties agree that venue and jurisdiction regarding any matter pertaining to this MoU shall be in the Superior Courts of New Jersey and consent to same.

14. **Force Majeure.** Neither party shall be liable to the other for any additional costs or expenses incurred as a result of causes beyond the control and/or without the fault or negligence of either party, including acts of God, acts of government including executive orders, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, or freight or transit embargoes.

15. **Cancellation.** If MoU is canceled for any reason other than force majeure, any unpaid portion of the MoU should be immediately due to Drew.

16. **Modification.** This MoU constitutes the sole and exclusive statement of the MoU between the parties. Any modification or change to this MoU must be in writing and must be approved by each party.

17. **No Third Party Benefits** This MoU is not intended, nor shall it be construed, as creating third party beneficiary rights and no student is an intended third party beneficiary.

18. **Intellectual Property** All copyright, trademark, and other intellectual property rights relating to materials created, produced for, under, or in connection with this MoU by a party, including Drew students, shall be the property of the party that created the intellectual property, including but not limited to any writing or works of authorship created by that party prior to this MoU.

19. **Promotion** Neither party shall use the other's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of the other party.

20. **Notices.** All notices required or permitted under this MoU shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to the Drew:

Chris Ceraso, Co-Director
cceraso@drew.edu
Alicia Whavers, Managing
Director [a whavers@drew.edu](mailto:a_whavers@drew.edu)

As to the Agency:

Arts High School
550 Dr. Martin Luther King BLVD,
Newark, NJ 07102
Office Number: _____
Mobile Number: _____
Email Address: _____

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized officers on the day and year first above written.

Signatures:

For Agency:

Signature: _____ Date: _____

For Drew:

Jessica Lakin, Provost

Signature: _____ Date: _____