

MEMORANDUM OF UNDERSTANDING
between
The College of New Jersey
and the
Middletown Township Board of Education

This Memorandum of Understanding ("MOU") is hereby entered into by and between **THE COLLEGE OF NEW JERSEY** ("TCNJ"), located at 2000 Pennington Road, Ewing, NJ 08628, and Middletown Township Board of Education (the "Board") located at 834 Leonardville Road #2, Leonardo, NJ 07737

WHEREAS, TCNJ is licensed and registered in the State of New Jersey to engage in the business of providing teacher preparation programs; and

WHEREAS, TCNJ's staff has the education, certification, training and/or work experience in this area so as to be able to provide these services responsibly; and

WHEREAS, the Board voluntarily desires to allow TCNJ to provide such services to the Board;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and TCNJ hereby agree as follows:

SCOPE OF SERVICES:

Teacher candidates who are students at TCNJ will complete field experiences in Board classrooms under the direct supervision of a certified teacher.

ADDITIONAL TERMS

1. New Jersey Law - The MOU shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

2. Criminal History Background Checks - TCNJ shall ensure that each student 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. The services under this MOU shall not begin or proceed until TCNJ complies with the requirements of this section.

3. Funding - This MOU is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this MOU does not require any monetary payment of any kind

from the Board in exchange for the services being provided by TCNJ, its subcontractor, agent or representative under this MOU.

4. Confidentiality – The parties and their 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).

5. Mutual Responsibilities Clause - Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, TCNJ 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 act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this MOU. TCNJ hereby releases the Board from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with TCNJ’s performance of the obligations assumed by it or its employees, agents or officers pursuant to this MOU. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board 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 act or omission of its employees, agents or officers, in the performance of this MOU. The Board hereby releases TCNJ from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Board’s performance of the obligations assumed by it or its employees, agents or officers pursuant to this MOU.

6. Term/Termination for Convenience – The term of this MOU shall be in effect for the 2021-2022, 2022-2023 and 2023-2024 school years. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon ten (10) days written notice to the other party.

7. Insurance - TCNJ is a New Jersey public entity and is subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties.

8. Independent Entities - None of the provisions of the 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 the 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.

9. Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

10. Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective authorized officers.

The College of New Jersey

Middletown Township Board of Education

By: *Suzanne McEltner* 12/15/21
Date

By: _____
Date