

Memorandum of Understanding

United Way of Greater Union County

and

Township of Union Public Schools

This Memorandum of Understanding describes the agreed-upon responsibilities and expectations between United Way of Greater Union County and the **Township of Union Public Schools** for the development, implementation, and funding of two **Full-Service Community School (FSCS) programs** in the Township of Union Public Schools.

This program provides support for the planning, implementation, and operation of full- service community schools that improve the coordination, integration, accessibility, and effectiveness of services for children and families, particularly for children attending high- poverty schools.

United Way of Greater Union County is partnering with **Township of Union Public Schools**, among others, to establish and advance the Full-Service Community Schools Model in each school and advance each of the 4 pillars of the model in measurable areas:

- Integrated Student Supports
- Expanded and Enriched Learning time and Opportunity
- Active Family and Community Engagement
- Collaborative Leadership and Practice

RESPONSIBILITIES AND EXPECTATIONS

For this project United Way of Greater Union County serves as the “lead” organization and is responsible for:

1. Ensuring the program activities and finances of the Family Support and Prevention (FSCS) program follow Department of Education requirements and regulations.
2. Staffing and payroll: UWGUC will be the employer for new staff responsible for hiring, onboarding and managing the payroll process.
3. Communicating and collaborating with all partner organizations to ensure the proposed programs and services are effectively delivered.
4. Serving as the coordinator for the assessment and evaluation activities
5. Distributing funding and materials (printer for office, etc.) to each partner organization
6. Compiling and reporting FSCS program activities and accomplishments to Department of Education

Under this Agreement, **Township of Union Public Schools** agrees to:

- Sign Preliminary MOU for Year 1; Final MOU for Years 2-5
- Provide Letter of Support

- Furnish key personnel bios and/or resumes
- Commit to include FSCS Coordinator on Leadership Team at each school
- Provide dedicated space/office commitment for FSCS staff members at each school
- Ensure active participation from the District and individual school leadership in the start-up/planning period
- Designate a point person for collaboration at each site who will be the primary contact for monthly oversight and evaluation meetings/calls and annual and final report sign-off
- Compile and furnish all data and/or reports for grant reports and independent evaluation
- District staff attend bi-annual program review meetings with the Department of Education
- Finalize designees and host on-site launch meeting for January 1, 2023, project start date.

TIME PERIOD

This MOU shall remain in place from August 15, 2022, through the end of the 60-month grant period, December 31, 2027, unless modified in writing before that date.

CONFIDENTIAL INFORMATION

During the term of this MOU, **Township of Union Public Schools**, each school, and UWGUC agree to ensure that all staff involved with the treatment of children and families, hold confidential information in the strictest confidence and in accordance with State and Federal laws and regulations.

INDEMNIFICATION OF PARTIES

UWGUC agrees to hold harmless **Township of Union Public Schools** its partners, trustees, directors, officers, employees, and agents from and against any and all claims, losses, suits, or liabilities, (including reasonable attorney's fees), of any nature, which may be asserted against them by third parties in connections with performance of Township of Union Public Schools, its partners, directors, officers, employees, or agents under this MOU.

Township of Union Public Schools agrees to hold harmless UWGUC, its partners, trustees, directors, officers, employees, and agents from and against all claims, losses, suits, or liabilities, (including reasonable attorney's fees), or any nature, which may be asserted against them by third parties in connections with performance of UWGUC, its partners, directors, officers, employees, or agents under this Agreement.

ASSIGNMENT

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

GOVERNING LAW

This MOU 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 the State of New Jersey without giving effect to the principles of conflict of laws. The parties further agree that any and all claims arising under this MOU, or related thereto, shall be heard, and determined either in the courts of the United States with the venue in New Jersey, or in the courts of the State of New Jersey.

UNDERSTANDING BY ALL PARTIES TO THIS AGREEMENT

- It is understood by all parties –**Township of Union Public Schools** and UWGUC, that the term of this MOU will remain in effect August 15, 2022, through December 31, 2027.
- Unless caused by willful misconduct or gross negligence, each party to this MOU shall indemnify the other from and against all claims, actions, litigation, damages, liability, and expense.

TERMINATION

This MOU may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to UWGUC and/or **Township of Union Public Schools** and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this MOU.

By signing below the representatives executing this MOU acknowledge that each has the authority to enter same, and further agrees that this defines the full terms of the MOU for Full-Service Community School Grant Program.

Signatures of authorized agency representatives:



Superintendent
Township of Union Public Schools
Union County

VP, Programs and Operations
United Way of Greater