



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_ day of October 2023 by and between the TOWNSHIP OF UNION BOARD OF EDUCATION with principal offices located at 2369 Morris Ave, Union, NJ 07083 and with Zeta Nu Lambda Education Foundation, Inc. (aka P.A.C.E. Foundation) and with the Zeta Nu Lambda Chapter of Alpha Phi Alpha Fraternity, Inc. with principal office located at PO Box 5454, Plainfield NJ 07061

### ***I. Scope and Performance of Services***

#### *Subcontract Agreement*

Zeta Nu Lambda Education Foundation, Inc. (hereinafter referred to as the "Foundation") will support the Township of Union Board of Education by acting as fiscal agent for the Zeta Nu Lambda chapter of Alpha Phi Alpha Fraternity, Inc. (hereinafter referred to as the "Chapter"), who will provide its resources to offer various monthly workshops addressing character education, social and emotional learning, college and career readiness, and civics education. The workshop titles includes: Alpha P.R.E.P. Mentoring Program (11/18/2023, 12/16/2023, 1/20/2024, 2/17/2024, 3/16/2024, 4/20/2024, 5/18/2024), Passport to Success Etiquette Workshop (10/28/23), Statewide Phone Bank Call Out (11/04/2023 and 6/01/2024), Food Pantry Volunteering (11/23/2023), Adopt-A-Block (12/23/2023 and 7/20/2024), Martin Luther King Day of Service (1/15/2024), and Get Home Safe (4/27/2024). **The total amount for these workshops is \$5,000** (\$500 x 10-chapter members/facilitators = \$5,000 total rate).

#### *Signs*

No sign, advertisement or notice shall be affixed to or placed upon any part of the Township of Union Board of Education's property by the Foundation or the Chapter, except in such matter, and such size, design and color as shall be approved in advance in writing by the Township of Union Board of Education.

#### *Program Participation*

The Foundation and the Chapter will abide by all state and federal anti-discrimination laws and will, among other things, not restrict eligibility for admission to the program to any youth based on among other things, age, sex, disability, race, religion, ethnic origin, effectual or sexual orientation, genetic information, atypical hereditary cellular or blood trait, or handicap.

#### *Free Access*

Neither the Foundation nor the Chapter will charge any fee or require any other payment or purchase as a condition of eligibility for or participation in the program.

#### *Levels of Service*



Services to be performed will meet the levels and standards of service and program specification approved by the Township of Union Board of Education and the New Jersey Department of Education.

#### Performance

The Foundation and the Chapter agree to observe and comply with all applicable laws, ordinances, rules, and regulations of federal, state, county, and municipal authorities, and agrees not to use the Township of Union Board of Education for any other purpose except as provided herein.

#### Confidentiality of Records

The Foundation and the Chapter agree that all the records of program participants that contain information protected by federal and New Jersey State privacy laws will be maintained in confidential files and protected from access by unauthorized persons.

#### Incident Reporting and Progress Reports

The Chapter will be assigned the responsibility of documenting all incidents. The Chapter will notify the building administrator and the Supervisor as well as the Site Coordinator of any incident or allegation or abuse of a program participant by any of the Chapter administrators or staff, including both paid and volunteer. The term "abuse" as used herein refers to any physical, sexual, emotional (Emotional abuse includes non-physical behaviors that are meant to control, isolate, or frighten you), or verbal abuse, or any other maltreatment of a program participant. Notification must be made by telephone/fax immediately upon discovery, followed by a written report to the building administrators and Township of Union Board of Education administrators responsible for providing oversight to the program within 24 hours. Compliance with the reporting requirement does not satisfy any other legally mandated reporting of abuse.

#### Township of Union Board of Education Property

The Chapter have examined the Township of Union Board of Education's facility and accepts it in its present condition without any representation by the Township of Union Board of Education on the present or future condition thereof. The Chapter shall not make any alterations, additions, or improvements to the property of the Township of Union Board of Education without the prior written consent of the Township of Union Board of Education.

The Chapter further agree to keep all properties of the Township of Union Board of Education in a clean and sanitary condition and free from trash, inflammable material and other objectionable or hazardous matter.

The Chapter assume the risk of, and shall be responsible for, any loss or damage to property of the Township of Union Board of Education, including property and equipment leased by the Township of Union Board of Education, used in the performance of the community school, and caused, either directly or indirectly, by



the acts, conduct, omission or lack of good faith of the Chapter, its officers, managerial personnel and employees, or any person, firm, company agent or others engaged by the Chapter, consultant, specialist or subcontractor.

In the event that any such Township of Union Board of Education property is lost or damaged (except for normal wear and tear), then the Township of Union Board of Education shall have the right to request payment from the Foundation or the Chapter to cover loss, damage, or replacement of the property.

### Supplies

The Foundation and the Chapter will be responsible for purchasing supplies to operate its program offered at Union High School, (i.e., program, recreational and other related supplies, etc.), if necessary.

### Security

The Township of Union Board of Education shall provide security at Union High School and all middle schools, if appropriate.

### Space Usage

The Site Coordinators for the Township of Union School District will be responsible for coordinating the use of classrooms, gymnasium, cafeteria, library and other rooms with the principal of the school. Space requests should include the room requested, date and time, activity, and number of participants.

### Service/Utilities

The Township of Union Board of Education will be responsible for the following: utilities; heat; air conditioning; hot and cold water; gas; custodial services; and electricity. The Township of Union Board of Education shall not be liable for any interruption or delay in any of the above services for any reason.

### Program Participants

The Foundation and the Chapter programs' participants shall be always supervised by the Foundation and Chapter staff and/or volunteers.

## **II. Personnel**

### Background Checks

For the purposes of this section, the word "personnel" will include all employees and volunteers of the Foundation and the Chapter and all applicants for employment or for volunteer work of the Foundation and the Chapter. The Chapter will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children, which includes but is not limited to fingerprint and record check clearances of the Foundation and the Chapter volunteers and employees only. The Foundation and the Chapter volunteers agree to comply with all guidelines



and procedures of the Township of Union Board of Education concerning the screening and employment of personnel, including the following:

- The Chapter will be responsible for obtaining and for screening of all personnel, including substantiating credentials and reference checks;
- The Chapter agrees not to hire or retain any personnel who refuse to: (a) provide the names of references; (b) provide documentation of credentials; (c) provide information on criminal conviction records; (d) provide other requested information which may bear on the applicant's fitness to work with children;
- The Chapter agrees not to hire or retain any personnel: (a) who have not completely and truthfully reported information concerning their criminal conviction record which bears on a person's fitness to work with children; (b) whose employment would involve an unreasonable risk to the safety or welfare of children; (c) who have been the subject of an indicated child abuse and maltreatment report on file with the New Jersey Department of Children and Families (DCF) and Child Protection and Permanency (CP&P); (d) or who are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report with CP&P.

To ensure the success of the partnership, Township of Union Board of Education will provide the following services if the district has the staff available:

*Township of Union School District Staff:*

The Staff's primary responsibilities will include the following:

- Monitor sign-in and sign-out procedures for program participants
- Develop and maintain participant application process
- Maintain updated participant application data including emergency contacts
- Develop safety and medical procedures
- Maintain constant and open communication with all program partners, collaborators, school personnel and central office administration
- Schedule adequate security for program activities
- Coordinate use of building during Saturday programs
- Maintain sign-in log of participants

**III. Key Partnerships**

Partnerships and linkages shall be developed with community-based organizations, private and public institutions, health care providers, social service agencies, colleges, universities, the Township of Union Board of Education, and other providers who are interested in providing services at the Township of Union School District sites for students and their families.



**IV. Program Activities**

Program activities shall reflect needs identified by the needs assessment. There should be a broad array of programs which meet student and parent needs and that will appeal to members of the community. Moreover, programs should empower residents to more fully utilize their strengths and talents to become economically independent and socially responsible community leaders.

**V. Public Relations**

All solicitation of media for special events should be approved and coordinated at least two weeks prior to the scheduled event. The Chapter must ensure that all students included in photo shoots and interviews have appropriately signed parental/guardian releases. The consent forms will be made available from the Township of Union Board of Education.

**VI. Notices**

All notices under this Memorandum of Understanding must be in writing. Notices to the Township of Union Board of Education shall be made to the Township of Union Board of Education.

**VII. Entire Agreement**

Each party has entered into this agreement voluntarily and without coercion. This agreement may not be changed or modified except in writing signed by both parties.

**VIII. Applicable Law**

This agreement shall be construed and enforced under the laws of the State of New Jersey. In the event any provision of this agreement is deemed unenforceable by any Court, the balance of the agreement shall remain binding on both parties.

**IX. Reservation**

The Township of Union Board of Education reserves the right to terminate this agreement in whole or in part whenever it shall determine that such termination is in the best interest of the Township of Union Board of Education. In such event, the Township of Union Board of Education shall give 10 days' notice prior to effective date of such termination.



IN WITNESS WHEREOF, the TOWNSHIP OF UNION BOARD OF EDUCATION and the Zeta Nu Lambda Education Foundation, Inc. have executed this agreement as of the date set forth below.

TOWNSHIP OF UNION BOARD OF EDUCATION

By \_\_\_\_\_  
<Full Name> or Designee  
Township of Union Board of Education

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Kofi James or Designee  
Foundation President  
Zeta Nu Lambda Education Foundation, Inc.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Sherlock Dow or Designee  
Chapter President  
Alpha Phi Alpha Fraternity, Inc.  
Zeta Nu Lambda Chapter

\_\_\_\_\_  
Date