

MEMORANDUM OF UNDERSTANDING

between

Union Township Board of Education

and

Township of Union

and

Kean University

Term of Agreement: November 18, 2024 (or such later date as the Parties agree that the Facility is ready for occupancy) – July 31, 2025

I. Background

The Hannah Caldwell Elementary School (“School”), within the Township of Union Public Schools (“District”), administered by the Township of Union Board of Education (“Board”) has been closed for the remainder of the 2024-2025 school year due to the presence of mold, which poses a significant health risk to students and staff. The District requires a suitable location for continuing to serve students dislocated due to the School closing.

Kean University (the “University”), with a campus located at 1000 Morris Avenue, Union, New Jersey 07083, has space available for serving the educational needs of the students who were attending the School (the “School Students”). The University provides coursework and programmatic instruction for students who are pursuing studies in education, who would benefit from program internships (the “Interns”) in the form of experiential learning.

II. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to establish a use and occupancy agreement between the Board, the University and the Township of Union (“Township”) (collectively, the “Parties”) for the period November 18, 2024 (or such later date that the Parties agree that the Facility is ready for occupancy) – July 31, 2025 in order to serve the needs of the dislocated School Students and the Interns.

This MOU is subject to the approval of the Kean University Board of Trustees, which is expected to meet on or before November 15, 2024.

III. Use and Occupancy

- a. The University will make available the fourth floor and portions of the third floor, as well as the bathroom on third floor of the building located at 1085 Morris Avenue, Union, New Jersey, for the instructional activities to be provided to the School Students (the "Facility").
- b. The University and the Board will cooperate in good faith to establish scheduling and other protocols for these locations in order to meet the needs of both the School Students and the Interns, as well as other University students.
- c. The use and occupancy of the University by the District is limited to Monday – Friday from 7AM – 8PM.
- d. There shall be no cost to the District for the use and occupancy of the locations cited above. However, the District shall reimburse the University for the costs of utilities, internet and other expenses as agreed to between the parties.
- e. The District and the University shall enter into a separate licensing agreement for the use of the Facility.
- f. Kean University acknowledges that effective November 7, 2024, the District has and shall continue to prepare the Facility for further build-out as permitted by applicable ordinances, codes, regulations and permits.

IV. Rights and Responsibilities of the District

- a. All instructional activities to School Students will be provided by or supervised by District faculty and staff who have been providing such services at the School for the 2024-2025 school year, or are otherwise approved by the Board, with required licenses and certifications.
- b. The District will provide all transportation to and from the University. The Board and the University will cooperate in good faith to establish protocols for safe drop off and pick up School Students.
- c. The District will provide custodial staff to maintain cleanliness of the Facility.
- d. District staff will be allowed to use the parking deck on Monday-Friday, 7AM-8PM, conditioned upon registration of their vehicle on the Kean University parking app.
- e. The District will cooperate in providing teaching situations for the Interns that will contribute to their educational development, as associated with the student's major program outcomes. The parties shall enter into a separate affiliation agreement, if necessary, for the placement of the Interns.
- f. The District will provide the Interns with appropriate supervision.
- g. The District will provide an orientation for the Interns and/or the University's faculty to acquaint them with the policies and procedures of the District that each Intern will be required to follow.
- h. The District shall at all times maintain the ultimate responsibility and authority regarding the School Student's safety and well-being.

- i. The District shall inform the University as soon as practicable when an Intern is not performing satisfactorily or demonstrating behavior that is disruptive or detrimental to the District.
- j. The District shall have the right to request removal of any Intern if, in its reasonable opinion, such Intern is a danger to School Students or staff.

V. Responsibilities of University

- a. The University shall assume responsibility for curriculum development and implementation for the Interns, including any clinical/program objectives of the internship.
- b. The University shall endeavor to provide the District with the names of Interns prior to their participation in the internship.
- c. The University shall have the right to have a faculty member present during certain internship activities, but shall notify the District in advance of such participation/observation.
- d. The University shall apprise the Interns of their obligation to comply with all District policies and procedures.
- e. The University shall require that each Intern meets the health requirements of both the University and the District prior to the first day of internship.
- f. The University shall provide documentation to the District that a criminal background check has been performed on faculty and Interns prior to their participation.

VI. Mutual Obligations

- a. The Parties shall not use discriminatory practices in assignment, acceptance and evaluation of the Interns. Interns shall have equal opportunity without regard to race, color, creed, religion, national origin, gender, age, disability and marital status. The Parties will, in the performance of this Agreement, comply with all applicable laws, rules, regulations and order regarding equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act and Affirmative Action.
- b. Any changes to this MOU shall be made by mutual consent of all Parties and shall be in writing, attached to the MOU as an addendum.
- c. The MOU shall remain enforceable throughout any negotiation process necessitated by any desire to change certain terms and/or to establish more detailed protocols, as needed.
- d. The Parties shall maintain the confidentiality of School Students and Interns records and performance, in compliance with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, including the Family Educational Rights and Privacy Act.

VII. Insurance

- a. The District shall maintain professional and general liability insurance for its officers and employees in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate with respect to any liability arising out of their use and occupancy of the Facility.
- b. The University shall provide the District with documentation that the Interns are covered by professional liability insurance.

VIII. Indemnification

Each Party, subject to the provisions of the New Jersey Tort Claims Act shall be responsible for and shall at its own expense defend itself against all suits, claims, losses, demands or damages of whatever nature arising out of or in connection with any act or omission of its employees, agents or contractors in performance of the obligations assumed by the Party pursuant to this MOU.

IX. Term and Termination

- a. The term of this MOU shall begin on November 25, 2024 and terminate on July 31, 2025.
- b. This MOU may be terminated immediately by the non-offending party: (i) in the event of a material breach of this MOU which breach continues after written notice by the non-offending party and 20 days to cure; or (ii) in the event a Party or member of their respective staffs fail to perform their duties hereunder causing imminent danger to Interns or School Students, or materially and adversely affecting the licensure or accreditation status of the District or the University.
- c. In the event of termination for cause, the Parties agree that Interns who are currently serving in an internship shall be allowed to complete their course for the duration of the MOU under its terms and conditions.

X. Independent Contractors

The Parties shall be independent contractors and nothing in this MOU shall be construed to make either Party, or any of their employees, an employee of the other Party. No Party shall exercise any control over the manner or means by which any other Party or its employees perform their services under this MOU. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

XI. Notice

Changes in policies or procedures which may affect this MOU shall be communicated to the appropriate administrator of the District and/or the University. No modification/addendum of this MOU shall have any force or effect unless such modification/addendum is in writing, signed by all Parties.

The principal contacts for all notifications required under this MOU shall be as follows:

For the District

Dr. Gerald Benaquista, Superintendent
Township of Union Public Schools
855 Lehigh Avenue
Union, NJ 07083
gbenaquista@twpunionschools.org

For the University

Dr. Michael Salvatore, Senior Vice President for Administration
Kean University
1085 Morris Avenue
Union, NJ 07974
msalvato@kean.edu

For the Township

XII. Miscellaneous

- a. Governing Law; Venue. This MOU shall be governed and construed in accordance with the laws of the State of New Jersey. The venue of any action related to this MOU shall be exclusively in the State or Federal courts with jurisdiction in the State of New Jersey.
- b. Waiver. The failure of either party to insist upon strict performance of any term of this MOU shall not be deemed a waiver of any rights or remedies that it may have for any subsequent breach.
- c. Enforceability. In the event that any one or more provisions of this MOU are deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this MOU.
- d. Execution of MOU. This MOU may be executed in counterpart signatures, all of which taken together shall constitute one and the same instrument.
- e. Attorneys Fees and Expenses. The Parties shall each bear their own attorneys fees and costs incurred in all proceedings and negotiations prior to the date hereof in preparation of this MOU. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this MOU, the prevailing Party may be entitled to recover reasonable attorneys fees and costs in addition to any other relief to which it may be entitled.

SIGNATURES ON FOLLOWING PAGE

SIGNATURES

We the undersigned consent to the contents of this MOU:

BOARD OF EDUCATION OF THE TOWNSHIP OF UNION PUBLIC SCHOOLS

Signature: _____

Date: 11/12/24

Print Name: Chastity SANTANA

Print Title: BOE President

KEAN UNIVERSITY

Signature: _____

Date: _____

Print Name: _____

Print Title: _____

TOWNSHIP OF UNION

Signature: _____

Date: 11/12/24

Print Name: Yolanda Koon

Print Title: Business Administrator/
Board Secretary