



ACADEMIC SERVICES AGREEMENT

THIS AGREEMENT is entered into and dated this 14 day of March 2023 between MONTCLAIR STATE UNIVERSITY (hereinafter referred to as "MSU") and the Franklin Lakes Public Schools (hereinafter referred to as "District")

WHEREAS, the parties wish to enter into this Agreement to permit MSU to assign MSU faculty to teach MSU course curriculum at a mutually agreeable location within the District for the convenience of District employees at a tuition rate approved by MSU for District employees;

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

MSU shall provide the services assigned to MSU ("MSU Work") for the courses described in Schedule A ("Program"). District shall provide the facilities ("Off-Campus Location") and services assigned to District ("District Work") as described in Schedule A. The MSU Work and District Work shall be collectively referred to as Work.

ARTICLE 2: TERM

The term of this Agreement shall continue for the 2023-2024 and 2024-2025 academic years commencing on the first day of the MSU Fall Semester in September 2023 and ending on the last day of MSU's Spring semester in May of 2025. The Term may be extended by written mutual agreement of both parties.

ARTICLE 3: COST AND PAYMENT

3.1 Cost Amount. The total cost to be charged by MSU for the cohort of District teachers enrolled in during the 2023-2024 and 2024-2025 academic years shall be in an amount approved by MSU's Board of Trustees for tuition and fees less any scholarships or financial aid provided by MSU. MSU shall not be obligated to pay the District for use of the Off-Campus Location.

3.2 Payment and Reimbursement. Students enrolled in MSU from the District to learn at the Off-Campus Location shall pay MSU the total amount due for each course they have registered. All invoices for such coursework will be issued directly to registered students by MSU Students Accounts. The District will reimburse their employees who register for courses in the Program in accordance with District policy and the terms of the District's collective bargaining agreement(s).



3.3 MSU Student Accounts shall send an invoice to registered students at the start of every semester to the MSU student's email.

3.4 District employees who register for courses in the Program are responsible to pay MSU in accordance with MSU's policies applicable to students.

3.5 In the event a District teacher fails to make timely payment to MSU or fails to timely withdraw from a course within MSU's add/drop period, District employees will be responsible for paying the semester bill to MSU. District employees who do not withdraw or take a leave of absence according to MSU policy forfeit all rights to a refund or to a reduction in his/her account. It is the District employee's obligation to drop/withdraw from his/her classes. District employees who drop/ withdraw and have received financial aid may have his/her aid returned to the appropriate agency. District employees participating in the Program shall be subject to all MSU policies, including MSU's Student Code of Conduct.

ARTICLE 4: TAXES

4.1 MSU shall be responsible for the payment of compensation to MSU employees who perform the MSU Work and all associated taxes in connection therewith, including, without limitation, all unemployment, payroll and social security taxes. The District shall be responsible for the payment of compensation to District employees who perform the District Work and all associated applicable taxes with respect to the labor and materials used in connection therewith, including, without limitation, all unemployment, payroll and social security taxes.

ARTICLE 5: OWNERSHIP and USE of DOCUMENTS

5.1 The District agrees that any work, discoveries, inventions, or improvements developed by MSU solely or with others, resulting from the performance of this Agreement are the property of MSU, and District agrees and does hereby assign all rights therein to MSU. District further agrees to provide MSU with any assistance required to obtain patents or copyright registrations, including the execution of any documents submitted by MSU.

5.2 MSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK PRODUCT OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.

5.3 This provision shall survive expiration and termination of this Agreement.



ARTICLE 6: INDEMNITY

6.1 Any agreement or arrangement signed or entered into on behalf of Montclair State University and/or the State of New Jersey by a State Official or employee shall be subject to all of 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 obligation of the State to be responsible for Tort Claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The State of New Jersey and Montclair State University assumes no obligation to indemnify or save harmless the Company, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of this Contract.

6.2 The District shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless MSU, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from use of the Off-Campus Location, and materials or services provided by the District under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

6.3 District shall secure and maintain in force for the Term, insurance coverage provided herein. All insurance coverage is subject to the approval of MSU and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. District shall provide MSU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to MSU. All insurance required herein shall contain a waiver of subrogation in favor of MSU. All insurance required herein, except Workers' Compensation, shall name MSU, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds on claims for which District is afforded coverage. Proof of self-insurance by the District shall be accepted by MSU.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate.

Worker's Compensation Insurance is required in accordance with the laws of the State of New Jersey and other State or Federal jurisdictions as required to protect the employees of the



contracting party and any subcontractor who will be engaged in the performance of this contract. This insurance shall include a limit of liability not less than one million dollars (\$1,000,000) for bodily injury, each occurrence, one million dollars (\$1,000,000) for disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit unless such other limits are required by New Jersey law.

ARTICLE 7: TERMINATION

Either party may terminate the Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination without cause, District employees shall be permitted to complete the Program on the campus of MSU.

ARTICLE 8: INDEPENDENT CONTRACTOR

MSU shall remain an independent contractor in the performance of this Agreement, and all employees assigned by MSU to perform shall remain at all times the employees of MSU for all purposes and shall not be deemed to be employees of the District. District shall remain an independent contractor in the performance of this Agreement, and all employees assigned by District to perform shall remain at all times the employees of District for all purposes and shall not be deemed to be employees of MSU.

ARTICLE 9: NOTICES AND CORRESPONDENCE

District and MSU designate the following individuals as their representatives for all matters arising under this Agreement. All notices and correspondence related to this Agreement shall be in writing and sent to these representatives at the following addresses by confirmation of delivery, and she is deemed sent on the date received:

FRANKLIN LAKES PUBLIC SCHOOLS	MONTCLAIR STATE UNIVERSITY
<u>Gregorio Maceri</u> <u>Superintendent of Schools</u> Franklin Lakes Public Schools 490 Pulis Avenue Franklin Lakes, New Jersey 07417	<u>Acting Dean, College of Education and</u> <u>Human Services and</u> <u>Provost and Senior Vice President Academic</u> <u>Affairs</u> Montclair State University 1 Normal Avenue Montclair, NJ 07043 With a copy to University Counsel



ARTICLE 10: MISCELLANEOUS

10.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles, by the Superior Court of New Jersey.

10.2 The parties agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under. The parties shall also comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4.

10.3 If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

10.4 Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

10.5 This Agreement constitutes the entire agreement between the parties hereto and supersedes any previous agreements or understandings, whether oral or written. Any printed terms and conditions contained in purchase orders, invoices or other documents issued by the Company or MSU shall be of no effect and shall be superseded by this Agreement.

10.6 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

10.7 The headings assigned to the articles of this Agreement are for convenience only and shall not limit the scope and applicability of the articles.

10.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; however, no right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party, and no delegation of any obligation owed, nor the performance of any obligation, by either party may be made without the prior written permission of the other party.

10.9 The terms, provisions, representations, warranties and covenants contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

10.10 Each party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to affect the purpose of this Agreement and to carry out its provisions.

10.11 This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument.

10.12. Neither party will be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond the University's reasonable control ("Force Majeure"). In the event of Force Majeure, the affected party shall send notice to the other party indicating those obligations, in whole or part, that cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. If Force Majeure exists for a period of 30 days or longer, the affected party may elect to reschedule or terminate the Agreement. If a party elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future, and a credit of amounts previously paid. In the event a party elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination. MSU's obligation to make or refund payments shall be subject to the availability of annual appropriations by the State of New Jersey sufficient to meet all of the University's annual payment obligations.

10.13. Iran Investment Disclosure. District represents and warrants that pursuant to N.J.S.A. 52:32-59 that: a) it is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and b) is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran. A breach of this section shall permit MSU to terminate the Agreement immediately and shall have no obligation to perform.

10.14. Russia/Belarus Disclosure. Pursuant to N.J.S.A. 52:32-60, District represents and warrants that it: a) is not a company in which the Government of Russia or Belarus has any direct equity share; (2) does not have any business that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) contractor is not headquartered in Russia and does not have its principal place of business in Russia or Belarus, and (4) is not supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. A breach of this representation and warranty may require termination of this Agreement and sanctions as permitted by applicable law.



MONTCLAIR STATE UNIVERSITY

IN WITNESS WHEREOF, this Agreement is entered into by the parties as of the day and year first written above and is to be executed by the parties' duly authorized representatives.

Montclair State University:

Franklin Lakes Public Schools

Signature

Signature

Katrina Bulkley

J Gregorio Maceri

Print Name

Print Name

Acting Dean, College of Education
and Human Services

School District Superintendent

Signature

Signature

Provost and Senior Vice President
Academic Affairs or designee

Board of Education Designee

Date

Date



SCHEDULE A

MSU and District agree to provide the necessary support and administrative services required for MSU to deliver the program identified herein at the locations identified herein within the District and through online and hybrid courses. District will assist in the facilitation of administration to its employees and at the District locations.

The programs will be offered by MSU in accordance with approvals granted by the State of New Jersey’s Office of the Secretary of Higher Education, U.S. Department of Education and accrediting agencies. No program will be offered that is not part of an existing portfolio of Programs approved for MSU. All programs offered by MSU will meet all of the applicable academic standards and requirements of MSU.

Programs to be provided by MSU:

Fall 2023	
<u>ELAD 540</u> (S/P) 8wk1 Differentiated Supervision	<u>ELAD 635</u> (S/P) 8wk2 Curriculum, Instruction and Assessment
Spring 2024	
<u>ELAD 680</u> (S/P) 8wk1 Leading Curriculum Change for Student Achievement	<u>ELAD 543</u> (S/P) 8wk2 Leadership and the Learning Organization
Summer 2024	
<u>ELAD 510</u> (P) 8wk1 Effective Leadership in a Diverse Society	<u>ELAD 622</u> (P) 8wk2 School Finance
Fall 2024	
Elective (P) 8wk1	<u>ELAD 521</u> (P) 8wk2 Education Law
Spring 2025	
<u>ELAD 619</u> (MA) 8wk1 Using Research for School Improvement	<u>ELAD 615</u> (P) full term Internship for School Leadership (internship for Principal Certification)
Summer 2025	
<u>ELAD 690</u> (P) 8wk1 School and Community Relations	<u>ELAD 610</u> (MA) full term Fieldwork in District-Level Leadership (internship for School Administrator Certification)



6 semesters; 8-week courses; the program set-up is devised to **offer less than 50% in person** at Franklin Lakes Public Schools; primarily 8-week courses with internship courses being held in 16-week sessions. Any changes to the Program must be agreed to in writing by both parties using the form attached hereto.

FACILITIES

The district will be responsible for providing, maintaining, managing, and cleaning the facilities in which courses and academic advising will take place for the Program, at the District's sole cost and expense. The following locations will be made available to MSU for delivery of the Programs: classroom and/or conference room in the school building.

STUDENT SERVICES

MSU will provide services to the students in the Programs in connection with admission, financial aid, and academic advising. District personnel will distribute information concerning the programs available under this MOU to teachers and other employees of the district and provide basic information regarding the Program to prospective students. Final admission decisions will be made solely by MSU in accordance with MSU's applicable policies and procedures.

MSU will provide registration support services to District employees at either on-site location approved by MSU or remotely who are accepted by MSU in the Program, maintain student records, and bill and collect tuition, fees and financial aid pursuant to MSU's applicable policies and procedures. MSU will be responsible for providing financial aid services for students enrolled in the Programs, including processing and disbursing students' financial aid pursuant to MSU's policies and procedures.

MSU will be responsible for providing academic advisement to the students admitted to the Programs. District personnel will coordinate the use of advising space by MSU for on-site advising sessions.

MSU will be responsible for enforcing student conduct and discipline, including grade appeals, allegations of cheating, plagiarism or violation of rules pursuant to MSU's policies and procedures governing student conduct and academic progress.

MSU will also be responsible for addressing student misconduct and discipline matters, including conduct that may violate criminal law or disrupt the facility or Programs pursuant to MSU's applicable policies and procedures. In all such student misconduct or discipline matters, the District shall immediately communicate any actions and incidents to MSU and, MSU may, if appropriate, apply disciplinary action. Subject to the provisions of the Federal Education Right to Privacy Act, MSU shall notify the District of the outcome of such disciplinary process.



PROGRAM AMENDMENT

WHEREAS, the undersigned parties have entered into an Agreement to permit MSU to assign MSU faculty to teach MSU course curriculum at a mutually agreeable location within the District for the convenience of District employees at a tuition rate approved by MSU for District employees; and

WHEREAS, the Agreement contains Schedule A that identifies the course curriculum to be taught by MSU and off-site locations provided by the District for such teaching; and

WHEREAS, the parties wish to amend the Agreement to include additional courses, off-site locations, and/or to extend the term of the Agreement;

NOW, THEREFORE, the parties agree to the following:

1. The Agreement is amended effective on the date this Program Amendment is last signed by both parties.
2. Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to them in the Agreement.
3. Schedule A is amended to identify the following Programs to be added to the Agreement:

4. Schedule A is amended to identify the following Off-Site Locations to be added to the Agreement:

5. The Term of the Agreement is extended to the following academic years to include the Program and Off-Site Location identified herein:

6. Unless otherwise modified by this Program Amendment, all other terms of the Agreement shall remain in full force and effect.

Agreed to on this ____ day of _____, 20__.

Montclair State University

Franklin Lakes Public Schools

Katrina Bulkley, Acting Dean, CEHS

J Gregorio Maceri, Superintendent

Date

Date