

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
Newark Public Schools  
AND THE  
Newark Housing Authority**

**This Memorandum of Understanding (MOU)** is made this [redacted] Day of [redacted], 20 [redacted], by and between the NEWARK PUBLIC SCHOOLS (the “NPS”), located at 2 Cedar Street, Newark, NJ 07102 and the NEWARK HOUSING AUTHORITY (the “NHA”), and located at 500 Broad Street, Newark, NJ 07102.

**WHEREAS** the Legislature enacted the Educational Facilities Construction and Financing Act (the “Act”), P.L. 2000, c. 72, as amended by P.L. 2007, c. 137, N.J.S.A. 52:18A-237, to address inadequacies in the quality, utility and safety of public school facilities throughout the State of New Jersey and to meet the constitutional requirement for a thorough and efficient system of free public schools; and

**WHEREAS**, the New Jersey Department of Education (NJDOE) has adopted policies and enacted regulations to ensure the well being, health, and development of children in the State of New Jersey, and to provide safe and healthy environments to support the delivery of a thorough and efficient education to which all students are entitled, as defined by the Core Curriculum Content Standards; and

**WHEREAS** the Newark Public Schools provides public school facilities under both the constitutional requirement for a thorough and efficient system of free public schools and the NJDOE’s policies and regulations, including that which ensures the health and safety for all its facility populations, including students, teachers and administration; and

**WHEREAS** the New Jersey Department of Education acknowledges the need for outdoor play spaces for students and automobile parking spaces for teachers; and

**WHEREAS** the Newark Housing Authority owns, possesses and administers the Joseph P. Bradley Court NJ2-014, with recreational space contingent to the new Newark Speedway Elementary School (701 South Orange Avenue, Newark, NJ 07106) property, which can provide proximate and safe space to accommodate automobile parking spaces for teachers at the new Newark Speedway Elementary School; and

**WHEREAS** interagency cooperation is permitted by N.J.S.A. 52:14-1 et seq.; and

**WHEREAS** the Newark Housing Authority has agreed to provide the Newark Public Schools access and use to this recreational space for the purpose of conversion to automobile parking spaces for Newark Speedway Elementary School teachers, subject to the terms and conditions set forth below; and

**NOW, THEREFORE**, the Newark Public Schools and Newark Housing Authority do hereby agree to the following:

1. Purpose of the MOU. The purpose of this MOU is to obtain for the NPS from the NHA use of the current recreational space within the property of Joseph P. Bradley Court NJ2-014, situated north (between North Munn and Maybaum Avenues) and contingent upon the Newark Speedway Elementary School, for the express purpose of providing automobile parking spaces and access thereto for Newark Speedway Elementary School Faculty and Staff.
2. Scope of Services. The NPS will convert current recreational space within the property of Joseph P. Bradley Court NJ2-014 to provide 50 to 60 parking spaces (including two handicapped-designated parking spaces) with appropriate security (lighting and carded-access, among other measures) for faculty use during class sessions, in-service sessions and pre-defined and –designated evenings for an indefinite period.
3. Performance Standards. The NPS shall perform all required conversions, maintenances and services required under this MOU in a good, skillful and prompt manner, consistent with the level of care ordinarily exercised by members of their respective professions currently practicing under similar circumstances.
5. Termination for Convenience of the NPS. The NPS or its authorized agents may terminate this MOU for their mutual convenience on **XXX (XXX) [period years?]** written notice to the other party. In the event of such termination, NHA shall be entitled to the space and all of its improvements for services rendered as of the effective date of termination.
6. Termination for Cause. The NPS or its authorized agents may terminate this MOU for cause, including, but not limited to, breach of the terms of this MOU, **on thirty (30) days written notice** to the other party to this MOU. In the event of a termination for cause, NHA shall be entitled to the space and all of its improvements for services rendered as of the effective date of termination. The NPS or its authorized agents may avoid termination if, within **seven (XX) [days?]** of the notice of termination for cause, it commences action to correct the matter noticed as the cause for the termination, fully curing same within the time prescribed by the other party in the notice; failure to do so will result in termination of the MOU.
7. Disclosure of Information. The parties to this MOU acknowledge that they will be sharing government records which may be protected from disclosure to third parties under N.J.S.A. 47:1A-1 et seq., the New Jersey Open Public Records Act (OPRA). That is, certain shared government records and/or information contained within those records may fall within one of the enumerated exceptions to the “readily accessible for inspection, copying or examination by citizens of this State” rule set forth within OPRA. In the event that either party receives a request from a third party for access to a shared government record, the party to whom the request has been submitted shall respond to the request in accordance with the provisions of OPRA and shall provide timely notice to the other party of both the request for access and the disposition of that request.
8. Amendment. This MOU may be amended only by mutual consent of the parties. Any amendment shall be memorialized in writing.

9. Effective Date and Duration. NHA shall provide access and use set forth in this MOU for an indefinite period following the signing of this MOU. Such period of access and use may be extended by mutual consent of NHA and NPS.

10. Notices. Any notice given under this MOU shall be a written communication directed by one party to the other party at the following respective addresses:

NPS: Newark Public Schools  
2 Cedar Street, Newark, NJ 07102  
Attn:

NHA: Newark Housing Authority  
500 Broad Street, Newark, NJ 07102  
Attn:

11. Assignment. This MOU may be assigned by the NPS to another department, agency, or authority of the State of New Jersey to which the statutory responsibilities assigned to the NPS have been transferred, in which event; NHA shall remain bound to the terms of this MOU with respect to such assignee party. NHA may not assign this MOU to another party except to the extent such assignment may be to another department, agency or authority of the State of New Jersey.

12. Authority. By execution this MOU, the parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established within.

14. Signatures. By execution of this MOU, the undersigned duly authorized representatives of the NPS and NHA hereby agree that the parties shall in good faith abide by and fulfill both the spirit and letter of this MOU.

**For the Newark Housing Authority:**

\_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

**For the Newark Public Schools:**

\_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

**Reviewed and approved as to form:**

\_\_\_\_\_ Date: \_\_\_\_\_

Name  
Title