

MEMORANDUM OF UNDERSTANDING
between
Alpha Alpha Lambda Community Development, Inc
and the
Newark Board of Education

The terms and conditions in this Memorandum of Understanding (“MOU”) will govern and take precedence over any other Agreement by and between Alpha Alpha Lambda Community Development, Inc. located at 8 Lombardy Street, Newark, NJ 07102 (“Partner”) and **THE NEWARK BOARD OF EDUCATION** (the “Board”) located at 765 Broad Street, Newark, NJ 07102.

WHEREAS, Partner is licensed and registered in the State of New Jersey to engage in the business of providing youth mentorship and development program to middle and high school students and

WHEREAS, Partner’s staff has the education, certification, training and/or work experience in this area so as to be able to provide these services responsibly; and

WHEREAS one of the Core Values of the Newark Public Schools identified in the Board’s Strategic Plan, *The Next Decade: 2020-30*, is Reciprocal Relationships, by which the Board provides opportunities for impactful collaboration within and beyond the organization, resulting in student success; and the Board and Partner have agreed to enter into such a Reciprocal Relationship by way of this MOU;

WHEREAS this MOU and the Reciprocal Relationship established hereby will further the following priorities and strategies (one or more) set forth in the Strategic Plan:

- 1.6 Create a district-wide equity framework to promote equity in all systems, policies, procedures, and practices; close existing gaps in opportunity, access, achievement, expectations, and resources; and eliminate race and class as predictors of student success.
- 5.4 Strengthen and amplify specialized assistance, crisis, and emergency support, including procedures and services necessary for crisis emergency situations and specialized assistance programs for students and families with intensive special needs.
- 5.5 Support student transitions to minimize interruptions in student learning, including transition plans for new students, grade-level transitions, students returning from juvenile facilities, special education students, and school transfers.
- 6.1 Enhance the districts’ and schools’ engagement with the many external organizations that provide resources, programs, and supports to schools and students.
- 6.4 Develop and implement a strategy for collaboration with local and national philanthropic organizations.

WHEREAS, the Board voluntarily desires to allow Partner to provide such services to the Board.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and Partner hereby agree as follows:

SCOPE OF SERVICES:

The AAL Young Kingz Project Alpha Program, operated by Alpha Alpha Lambda Community Development, Inc. in conjunction with Alpha Alpha Lambda Chapter of Alpha Phi Alpha Fraternity, Inc., provides structured mentorship and youth development services to middle school male students through monthly interactive sessions and support activities.

Program Components:

- Monthly in-school sessions (October through May) focusing on personal development topics including goal setting, conflict resolution, leadership, mental health, and academic success
- Interactive workbooks and guided activities for student engagement
- Regular progress monitoring in partnership with school staff
- Parent engagement materials and resources
- End of year celebration recognizing student achievements

Program Delivery:

- Sessions held during school hours at times coordinated with school administration
- Two-hour duration per monthly session
- 20-25 students per school site
- Facilitated by trained mentors from Alpha Alpha Lambda Chapter
- All facilitators complete required background checks

Curriculum Focus Areas:

- A. Academic excellence and goal setting
- B. Leadership development
- C. Social-emotional learning
- D. Life skills and personal development
- E. Professional exposure and career awareness

Program Impact Tracking:

- Regular attendance monitoring
- Academic performance tracking
- Behavioral progress assessment
- Parent and teacher feedback collection
- End of year impact reporting

ADDITIONAL TERMS

1. New Jersey Law - The MOU shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

2. Criminal History Background Checks - Partner shall ensure that each worker(s), subcontractors(s), agent(s), intern(s) and/or representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification

Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said individual from employment or coming into contact with children pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this MOU. The services under this MOU shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this MOU.

3. Funding - This MOU is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this MOU does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractor, agent or representative under this MOU.

4. Confidentiality and Conditions of Access/Disclosure:

A. Data-Sharing. During the term of this MOU, Partner may be provided access to and/or disclosure of Board-generated materials, education records, and employee records in order to perform the service described herein. Such access and/or disclosure shall be subject to the following terms and conditions:

1. Definitions. As used in this Agreement:

- a. The term "Board-generated materials" shall mean any and all information, data, documents, recordings, images, and works of any kind, regardless of form, format, or source, provided to Partner by or on behalf of the Board for its use or reference in connection with this MOU.
- b. The term "education records" shall mean any and all records and data in any format, including electronically stored data, directly relating to any student(s) or former student(s), and shall include but not be limited to all "student records" as defined in New Jersey law and regulations and all personally identifiable information relating to any student(s), their parents and/or family members.
- c. The term "employee records" shall mean any and all records and data, in any format, including electronically stored data, directly relating to any employee(s) or former employee(s) of the Board.

B. Confidentiality Provisions:

(1) Partner acknowledges that its receipt and use of Board-generated materials, education records, and employee records pursuant to this MOU shall be solely for the purpose of performance of the services set forth in this MOU, and agrees to maintain strict confidentiality of all such materials and records and protect them from unauthorized disclosure. Partner further acknowledges and agrees that any unauthorized disclosure of Board-generated materials, education records or employee records, whether willful or

negligent, shall entitle NBOE to any and all remedies available at law or in equity, including compensatory, punitive and consequential damages, and shall entitle NBOE to terminate this MOU and any services provided pursuant hereto with or without advance notice to Partner.

(2) Partner agrees to maintain all education records received from or through NBOE confidentially in accordance with all applicable New Jersey state and federal laws and regulations, including but not limited to the federal Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g, and its implementing regulations at 34 CFR Part 99; the federal Pupil Protection and Privacy Act ("PPRA"), 20 USC §1232h, and its implementing regulations at 34 CFR Part 98; the federal Children's Online Privacy Protection Act of 1998 ("COPPA"), 15 USC § 6501 et seq., and its implementing regulations at 16 CFR Part 312; the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC §1320d to 1320d-9; New Jersey Pupil Records Act, N.J.S.A. 18A:36-19; the New Jersey Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1); and New Jersey Student Records Laws, N.J.A.C. 6A:32-7, et seq.; and New Jersey Administrative Code, N.J.A.C. 6A:14-1, et seq.

(3) Partner understands and agrees that it is performing a service for which NBOE would otherwise use employees, and that, with respect to the use and maintenance of education records, employee records and personally identifiable information pertaining to NBOE students and employees, Partner's employees or agents of are performing such services under the direct control of the NBOE, under the supervision of the NBOE administrators or managers to whom they report, and in accordance with all applicable NBOE policies.

(4) Partner and its officers and agents may use the education records, employee records and personally identifiable information disclosed to them only in order to perform the service or function set forth in this MOU.

(5) All education records, employee records and personally identifiable information pertaining to NBOE students and employees shall be treated as confidential whether or not explicitly designated as such. Neither Partner nor any of its employees or agents will disclose any education records or any student's personally identifiable information to any other party without the prior written consent of the student (if an adult) or the student's parent. Neither Partner nor any of its employees or agents will disclose any employee records or any employee's personally identifiable information without the prior written consent of the employee.

(6) Within 30 days of expiration or termination of this MOU, Partner will return to the Board or destroy all Board-generated materials, education records, and employee records.

5. Indemnification - In addition to any liability or obligation to the Board that may exist under any other provision of this MOU or by statute or otherwise, Partner shall be liable to and hereby agrees to indemnify, save and hold harmless the Newark Board of Education, the Superintendent, its Board and any of its employees, agents and representatives from and against

any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the school district or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Partner or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this MOU and the work performed under them including but not limited to any negligence or willful misconduct of Partner its agents, servants, employees, officers, partners, consultants or subcontractors.

6. Term/Termination for Convenience – The term of this MOU shall be in effect for the 2024-25; 2025-26; 2026-27; 2027-28; 2028-29 school years for the Partnering schools in Newark School District unless terminated sooner as set forth herein. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon ten (10) days written notice to the other party. In the event of such termination, Partner's obligations pursuant to Paragraphs 4 (Confidentiality and Conditions of Access/Disclosure); 5 (Indemnification); and 11 (Non-Recruitment) shall survive and remain in full force and effect. Termination of this MOU shall not abrogate any remedy provided for herein. The term of this agreement may be extended only by prior written agreement of the Parties.

7. Commercial Insurance - Partner shall procure and maintain for the duration of the MOU commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by Partner, or its agents, representatives, employees or subcontractors. Partner represents and warrants that all work provided hereunder will be performed by persons who are licensed, certified and experienced to furnish the Board with these services. This MOU shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement.

The Newark Board of Education is to be added as an **additional insured** but only as its interests may appear on all Certificates of Insurance as indicated below.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

8. Independent Entities - None of the provisions of the MOU are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the MOU. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

9. Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, disability, or any other on any other basis which would violate federal or state law.

10. Compliance with Board Policies and Procedures - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) comply with all Board's policies, including but not limited to policies relating to visitors, appropriate conduct, and public health. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

11. Non-Recruitment – During the term of this MOU, and for a period of one year following the termination of this MOU for any reason, in the absence of any prior express, written authorization by the Board Superintendent which may permit Partner to do so, Partner agrees that it will not directly or indirectly hire any of the Board's employees, or solicit any of the Board's current or recently separated employees from the past 12 months, for the purpose of hiring them or inducing them to leave their employment with the Board or offer any status as an independent contractor with Partner, nor will Partner utilize any third party to act on its behalf to try to otherwise hire any Board employee or solicit any Board employee or induce/encourage them to leave employment with the Board. Should Partner violate this provision, this MOU is subject to immediate termination by the Board upon written notice to Partner.

12. Severability. If any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall remain in full force and effect.

13. Entire Agreement; Modifications; Notices - The terms and conditions of this MOU will govern and take precedence over any other agreement between the parties. This MOU may only be amended or modified by mutual written consent of the parties.

IN WITNESS WHEREOF, Partner has caused these Certifications, Representations and Special Conditions to be signed by its authorized officer.

Alpha Alpha Lambda Community Development, Inc.

NEWARK BOARD OF EDUCATION

By: Leonard Robbins

By: _____

Date: *March 14, 2025*

Date:

Print Name: Leonard Robbins

Hasani K. Council

Title: President

Board President