

September 5, 2024

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is for the 2024-2025 school year, entered on September 5, 2024, between Newark Alliance, on behalf of Newark Youth Career Pathways (“NYCP” or “Partner”), and the **Newark Board of Education** (the “Board”).

### NEWARK YOUTH CAREER PATHWAYS: AN OVERVIEW

#### MISSION

Founded in 2019, the mission of Newark Youth Career Pathways (NYCP) is to greatly improve the postsecondary success of Newark students by empowering them with additional developmental resources, primarily during the school day and in partnership with Career Technical Education (CTE) programs. In 2024, NYCP will expand by providing after school programming in each school through the 21<sup>st</sup> Century Learning grant.

#### VISION

NYCP’s vision is that a robust ecosystem of development, opportunity and long-term support is provided for high school students that increases the odds these youth can succeed and thrive socially and economically.

#### NYCP helps students build the skills needed for:

- Exploring career options
- Participating in work based learning opportunities
- Fostering social connections and confidence
- Earning college credits and industry-recognized certifications
- Developing a personalized post-secondary plan
- Leveraging the ongoing support provided by NYCP

Housed within the Newark Alliance, we collaborate with outstanding student-serving organizations that each have expertise in specific developmental areas. We also partner with public and private sector institutions, their leaders and entrepreneurs, to expand our network of career opportunity and support for our students. Over the last five years we have grown from 75 students to 350 students across six schools, expanded our partner network, and increased our offerings to include post secondary planning and workbased learning. By 2025, our goal is to expand to 500 students and by 2027, to 1,000 students. To achieve this, we are looking to add classrooms within our current schools, expand to new schools, develop new financial partnerships, and create systems that ensure the quality of program and preparation for every student, in every classroom.

Each NYCP Career Fellow participates in 10-15 skill development workshops a year provided by NYCP Partners. Through workshops, fellows produce a realistic personal 5-year post-secondary plan for themselves based on year-round career exploration and “Next Steps” Counseling.

**NYCP’s current dynamic and community rooted Partner organizations provide the following:**

- **Employability and soft skills development delivered by Leaders for 21<sup>st</sup> Century (Executive Director, Dan DeNose):** Effective Communication, Personal Branding, Social Media Literacy, Time Management, Networking, Critical Thinking and Decision Making, Self-Advocacy
- **Personal financial planning delivered by Early Learning Financial Literacy Program (Executive Director, Drew Scott):** Financial Psychology, Budgeting, Economics and Government Influences, Credit and Debt Management, Post-Secondary Financial Plan
- **Post-Secondary Education Planning delivered by Center for Pre-College Programs at Rutgers Newark (Dean Sheronia Rogers):** Post-Secondary Educational Options, SMART Goal-Setting and One-on-One Educational Counseling. The Center also facilitates students earning transferable college credits while in high school.
- **Career Exploration delivered by Goode Education Group (CEO, Dr. Juail Goode) :** Elevator Pitch, My Career Path, Resume and LinkedIn Profile development, Career Exploration Post High School. Goode can also facilitate students earning industry-recognized certifications.
- **Post Secondary Planning Support and Civic Engagement delivered by Abbott Leadership Institute (Director of Youth Programs, Jennifer Made):** Next Steps Counseling, Pathway Success Centers, Voting, Voice, Community Building, Advocacy

### **NYCP FELLOWS: OUTCOMES**

NYCP is designed as a multi-year program, with fellows participating a minimum of two years. NYCP fellows participate in NYCP during their sophomore, junior and/or senior. We track each fellow's matriculation through the program to ensure that each NYCP Fellow Graduates with:

- 20-30 Development Classes
- Five year My Life, My Path Post Secondary Plan
- A Financial Plan
- "Next Steps" Counseling
- Summer Youth Employment
- A Post Secondary Portfolio that includes a resume, recommendations, and headshot
- Mentorship and Advisement
- Work based Learning Experiences
- Enrollment in the Alumni Network

### **2024-2025 NYCP Program at University High School, Newark Board of Education**

To ensure successful delivery of this program model, NYCP will partner with University High School to provide push-in workshops for the **2024-2025 school year for an estimated 75 students across an estimated 4-5 CTE classes.**

NYCP will serve as the backbone organization for this collaborative; coordinating the operation and design of a unified cross-sector strategy for the delivery of quality post-secondary education and workforce development services for Newark's high school youth. We will support our program providers with infrastructure and capacity to ensure the program runs smoothly.

### **Partnership Agreements SCHOOLS**

Once schools commit to participating in the Newark Youth Career Pathways, school partners must:

#### **1. Provide School and Classroom Access**

- Allow students to participate in the yearly All Schools Conference, which serves as a program kickoff and is inclusive of all schools, held during the school day.
- Allow NYCP to deliver weekly pushin sessions in each class**, one time per week. Schedule must be consistent each week. While not required, NYCP prefers to operate across double periods. Double

periods provide time for curriculum to be inclusive of meaningful engagement with students and for students to complete artifacts.

- c. **Identifying a space within the school** where NYCP staff can complete administrative checkins during the school day, on days when NYCP programming is being held.
- d. **Identify a space for a NYCP Pathway Success Center;** funded by the 21<sup>st</sup> Century Learning grant, a component of programming that provides time for NYCP to meet with students on an individual basis to support post secondary planning, and to provide tutoring. **NYCP Pathway Success centers:**
  - a. Operate at five days a week afterschool in a designated space in the school building
  - b. Open to students enrolled in the NYCP program, as well as other students within the schools on designated days
  - c. Space must include computers/laptops and/or workstations that will allow laptops to be brought in, and enough space to engage 10 students at a time.
  - d. Will be staffed by NYCP 21<sup>st</sup> Century Learning grant staff.
  - e. Will host signature events such as Family FAFSA Nights and Senior Nights, as well as Junior Days, as scheduled with the school.
  - f. Host college tours, in partnership with schools, on a first come, first serve basis.

## 2. Enrollment and Evaluation

- a. **Identify classrooms for NYCP Programming,** totaling allotted number of classrooms and students.
- b. Work with NYCP staff and Career Pathway Facilitators to **enroll, orient and survey** (pre and post) students.
- c. **Identify a school liaison** to work with NYCP throughout the school year to coordinate activities and to coordinate communication between NYCP and school educators and staff.
- d. **Work with NYCP staff and Career Pathway Facilitators to enroll students who qualify, into the Summer Youth Employment Program.**

## 3. Scheduling Support/Permission

- a. **Schedule NYCP classes** on days and during times with few interruptions.
- b. **Alert the NYCP team at least 5 days in advance of any scheduling changes** that impact NYCP programming, excluding cases of emergencies.
- c. **Provide a copy of the school's calendar** with all relevant dates for closings, testing and school events.
- e. Work with **NYCP staff to schedule meeting** times outside of class when necessary. Provide and assist in the scheduling time **for NYCP instructors and teachers to hold planning meetings during the school day (3 times/year).**
- d. **Allow students to participate in career exploration experiences** that may happen outside of the scheduled classroom time (no more than 4 times per year, as long as school requirements for an excused absence are met). This includes the All Schools Conference which occurs yearly.
- e. **Request district transportation for career exploration experiences.**

## 4. Data Sharing: Student Matriculation and Monitoring

- a. **Provide NYCP with access to a school counselor** to provide information on: student attendance, report card and schedule (with parental consent).
- b. **Work with NYCP to ensure every senior has a Next Step placement after high school,** and provide information needed for student enrollment in their Next Step, whether college, trade school, military or career.

## 5. Inclusion in School Culture

- a. Provide NYCP with a school calendar, provide notice to NYCP for school activities such as parent nights, career or college fairs and any other opportunities for NYCP to build rapport with students and families.
- b. Provide a space in the school for NYCP to display a bulletin board to communicate with students regarding post secondary opportunities.

## **NEWARK YOUTH CAREER PATHWAYS**

### **1. Foster Inter-Organizational Relationships**

- a. **NYCP will establish working relationships with organizations** that provide youth workforce development. These relationships will be formalized through written agreements and result in a result in a formal collaborative effort. The partner organizations are as follows:
  - i. Newark Public Schools
  - ii. Essex County Schools of Technology
  - iii. Newark Youth One Stop Career Center
  - iv. Abbott Leadership Institute
  - v. Early Learning Financial Literacy Program
  - vi. Goode Education Group
  - vii. Center for Pre-College Programs
  - viii. Work based Learning Corporation, Institutional and Organizational Partners

### **2. Program Delivery**

- a. **Design program elements and provide program oversight** which includes working with partners on the development of their curriculum and its implementation, working to align each partner's curriculum to provide a seamless experience for students.
- b. **NYCP will establish clear workflows** for all organizations in the collaborative.
- c. **Additionally, NYCP will provide oversight for the partnership's efforts**, collect data relevant to the program's success, and ensure adherence to all written agreements.
- d. **NYCP will monitor students' matriculation and milestones** and report outcomes to schools, including:
  - i. Student Attendance
  - ii. Student completion of program modules
  - iii. Student completion of post-secondary plans
  - iv. Student participation in work-based learning opportunities
  - v. Student participation in Summer Youth Employment
  - vi. Student identification of "Next Steps"
  - vii. Student enrollment into the NYCP Alumni Network

### **3. Data Collection, Management and Reporting**

- a. **Surveys: NYCP will create and send a pre- and post- survey** to all students and provide the report the data to all partner organizations and schools.
- b. **Data Management:** NYCP will create/purchase a data management system to house relevant data.

## Indemnification and Hold Harmless

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.

## Terms of Agreement

**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.

**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.

**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.

**Confidentiality** – Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that Partner is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this MOU, Partner agrees that it will either return all such confidential information/data to the Board within 30 days of the end of the term of this MOU or termination date if terminated by the Board, or that Partner will destroy any such confidential information/data within 30 days of the end of the term of this MOU or termination date if terminated by the Board. To the extent that Partner has access to any Board generated materials or documents as a result of this MOU, Partner agrees that it will similarly either return any such Board generated materials or

documents to the Board, or destroy them, within 30 days of the end date of this MOU. Partner acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this MOU. To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.

**Term/Termination for Convenience** – The term of this MOU shall be in effect for one year for the 2024-25 school year. 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.

**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 our 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

**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.

**Compliance with Board Policies and Procedures** - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations, testing and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or

representative(s) violate any Board policy or public health and safety 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.

**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.

**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.

**Modifications** - This MOU may only be amended or modified by mutual written consent of the parties.



This agreement is subject to all laws concerning clients' rights and confidentiality, and the policies and procedures of the agencies involved. Modifications of this MOU shall be made only by mutual consent. The modifications shall be made in the form of an amended written memorandum of understanding.

Kaleena Berryman, Executive Director  
Newark Youth Career Pathways/Newark Alliance

---

Newark Board of Education