



MEMORANDUM OF UNDERSTANDING (MOU) between

Aspiring Mentorship Program

and

East Side High School

This is an agreement between ASPIRING MENTORSHIP PROGRAM (“Aspiring” or “Partner”) and the Newark Board of Education at EAST SIDE HIGH SCHOOL (collectively, the “Board”).

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to establishing a relationship between East Side High School and ASPIRING Mentorship Program.

Whereas, ASPIRING is a non-profit organization that aims to provide mentorship to high school students.

Whereas, ASPIRING aims to establish relationships with students and structure their aims and goals for their future

Whereas, ASPIRING’s services or program described in this MOU will be provided at no cost to East Side High School, the students, or the parents; and

Both parties hereby enter into this MOU to enable ASPIRING to provide the below listed services / program for the students of East Side High School:

In particular, the services and responsibilities for ASPIRING:

- ASPIRING will be matching students to mentors that are in college and/or are early professionals based on similar interests to be able to have the best mentor experience.
- ASPIRING will be providing guidance, resources and webinars for the students.
- Guidance will involve detailed goal setting and plans for each student.
- Resources will include scholarships, FAFSA information, college writing information, etc.
- Webinars will be hosted with early professionals in different professions, college writing prep, and personal and professional development sessions.
- Most of our services will be provided online and via online platforms.

II. BACKGROUND

Brief description of the parties involved in the MOU with mention of any current/historical ties to this project:

The ASPIRING founders were all students within the Newark Public School System and two of the founders are East Side High School Alums and the third founder attended East Side for a year. The Team is very familiar with Newark and the students within and possible circumstances they may face as well. The aim is to help facilitate their transitions and be role models for them as the members have passed similar circumstances and or challenges already.

III. ASPIRING MENTORSHIP PROGRAM RESPONSIBILITIES UNDER THIS MOU

ASPIRING MENTORSHIP PROGRAM shall undertake the following activities:

- Develop professional and personal development sessions.
- Deliver students' goals and plans for their future and transitions.
- Share resources with the students.
- Support students as they navigate their transitions and their planning phases.
- Provide mentorship and guidance.
- Promote students' emotional and social health/skills.
- Refer students to other resources and alums that share professional interests.
- Review essays and applications.
- Comply with Newark Public Schools guidelines and East Side High School guidelines.
- Train mentors and prepare them to serve as mentors.
- Maintain records of students goals and progress.
- Sponsor events and webinars for the students.
- Evaluate mentors and the relationship created with the students.

IV. EAST SIDE HIGH SCHOOL RESPONSIBILITIES UNDER THIS MOU

EAST SIDE HIGH SCHOOL shall undertake the following activities:

- Develop students and prepare them for success in college and careers.
- Share resources and current plans that East Side High School currently has to prepare their students, handouts, and or information the guidance counselors have.

- Support the ASPIRING team and be able to work together to ensure student success.
- Provide students to apply to the mentorship program.
- Promote emotional and social health and wellness.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Termination

The term of this MOU shall be in effect for the 2020-21 school year at East Side High School as indicated in Section XV below. 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.

VI. 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. Aspiring will be permitted to fundraise from outside entities in order to be able to provide certain students with a scholarship.

VII. 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 and as indicated in I.5.1.

- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

VIII. 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 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.

IX. CRIMINAL HISTORY BACKGROUND CHECKS

Partner shall ensure that each worker(s), subcontractors(s), agent(s), volunteer(s) and 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 employee from employment 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.

X. 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, Aspiring 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 Aspiring 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 Aspiring, its agents, servants, employees, officers, partners, consultants, volunteers or subcontractors.

XI. COMPLIANCE WITH LAWS AND POLICIES

Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap. Partner shall ensure that each worker(s), subcontractors(s), agent(s), volunteer(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 and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s), volunteer(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), volunteer(s) and representative(s) from the school location and/or the program altogether.

XII. 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, volunteers or employees, shall be construed to be the agent, employee or the representative of the other.

XIII. GOVERNING LAW

This 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.

XIV. MODIFICATIONS

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

XV. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of both Parties' authorized officials. It shall be in effect from 8/10/2020 to 6/30/2021.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties agree upon the terms contained herein and have caused this MOU to be signed by their authorized officers below.

Signatures and dates

ASPIRING MENTORSHIP PROGRAM

Camila Morochos

11/3/2020
Date

NEWARK BOARD OF EDUCATION

Date