

**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
NEWARK BOARD OF
EDUCATION FOR THE
DELIVERY OF CULINARY ARTS
INSTRUCTION
FOR ACADEMIC YEAR 2023-24**



This Agreement between the Hudson County Community College (HCCC) and the Newark Board of Education (NBOE) is for the purposes of HCCC providing instruction in selected courses for Newark Public Schools (NPS) high school students who enroll in HCCC classes pursuant to this Agreement. NPS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their approved high school instructors during school as part of their regular teaching responsibilities.

Faculty Qualifications and Responsibilities

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Dean responsible for that subject area.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. Class observation(s) will be conducted by the appropriate HCCC supervisor(s). HCCC reserves the right to revoke approvals of NBOE instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on NBOE campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by NBOE, provided that all selected students meet all course pre-and-co-requisites of NBOE and HCCC. NBOE will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. NBOE will submit

completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Office of Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.

3. HCCC and NBOE are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2023-2024)

Selected students may enroll in the following courses:

- Bakeshop I – CAI-119 (2 Credits)
- Food Sanitation & Culinary Principles – CAI-115 (3 Credits)
- Pantry and Breakfast Cookery – CAI-118 (2 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice NBOE for participating student tuition in accordance with the following charges and terms:
 1. For courses taught by approved high school instructors during the school day as part of their regular teaching responsibilities, NBOE will be required to pay HCCC tuition equivalent to 25% of the 2023-24 in-county tuition rate, as established by the Board of Trustees.
- B. NBOE shall make full payment to HCCC no later than sixty (60) days of NBOE's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections. NBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, court fees and attorneys' fees, in the event that full payment is not received from NBOE within sixty (60) days of NBOE's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted permissive withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to NBOE if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the approved permissive withdrawal dates.
- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- D. NBOE shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by NBOE of required textbooks and supplies prior to the start of classes. The cost of textbooks and supplies is not included in the tuition rates set forth herein.

The total amount of monies to be paid by the NBOE for the services rendered or received under this Agreement shall not exceed sixty thousand dollars (\$60,000.00). In the event the number of students enrolled causes the total amount of monies to be paid by the NBOE to HCCC to exceed sixty thousand dollars (\$60,000), the parties may amend this Agreement to increase the not-to-exceed amount.

Terms of Contract

This Agreement shall be effective as of July 1, 2023 and shall run through June 30, 2024 and may be renewed annually by the parties by executing a separate agreement or amendment to this Agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

Additional Terms Requested by the Newark Board of Education

1. **Criminal History Background Checks** - To the extent required by law, HCCC 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 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. HCCC must ensure that said background checks are performed no later than thirty (30) days after execution of this agreement. The services under this agreement shall not begin or proceed until HCCC 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 HCCC, and as such, serves as a basis for the Newark Board of Education to immediately terminate this agreement.
2. **Confidentiality** – HCCC and NBOE and their respective 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 HCCC virtually using the internet or some other remote means of electronic transmission, HCCC 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.

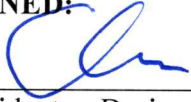
3. **Mutual Responsibilities Clause** - Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, HCCC shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract. HCCC hereby releases the NBOE from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with HCCC's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract, except to the extent caused by the NBOE, or its students, employees, agents or officers.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, NBOE shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract. NBOE hereby releases HCCC from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with NPS' performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract, except to the extent caused by HCCC, its employees, agents or officers.

4. **Compliance with Board Policies and Procedures** - HCCC 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. HCCC 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 HCCC'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 HCCC remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

Signature Block on Separate Page

SIGNED:



CC

President or Designee
Hudson County Community College

9-7-2023

Date

Board President
Newark Board of Education

Date