



Program Agreement
between
Community FoodBank of New Jersey, Inc.
and the
Newark Board of Education

This Program Agreement (this "Agreement"), dated as of 08 11, 2021 (the "Effective Date") is between the Community FoodBank of New Jersey, Inc. ("CFBNJ" or "Partner") and Newark Board of Education (the "Board") for NJ SNAP-Ed nutrition and fitness education programming.

Unless earlier terminated as provided herein, the Initial term of this agreement shall be for a period of one (1) year as the Effective Date. Thereafter, unless earlier terminated as provided herein, the term of this agreement may be renewed for successive one (1) year terms as mutually agreed upon by the parties. The term, as described in this paragraph, shall be deemed to be the "Program Term".

I. Purpose & Scope

The purpose of this Agreement is to provide information on NJ SNAP-Ed program efforts and identify the rights and obligations of the Board and CFBNJ.

The foregoing shall be deemed to be the "Program".

II. Board **Responsibilities Under This Agreement**

Board

agrees to the following for the duration of the Program Term:

- Site(s): Board, subject to the Board's discretion and subject to each individual site administrator's voluntary desire to participate in the program, will offer the following site(s) for the Program, See attached CFBNJ Site Addendum (collectively, the "Site"). The Site will include all utilities necessary for the Site and the Program. Board will be responsible for security with respect to the Site. Board represents that



the Site meets SNAP-Ed eligibility criteria, serving a low-income population in which at least 50% of clients are SNAP-eligible or is a school/after-school program with at least 50% of the student body participating in the free/reduce school lunch program. CFBNJ will have access to all common areas to carry out the Program if classes are conducted in person.

- **Communication:** Provide a minimum of one (1) qualified staff person to act as the primary point of contact with CFBNJ. This staff person will ensure notice of class/meeting cancellations and/or delays at least twenty-four (24) hours before any scheduled NJ SNAP-Ed workshop/event/meeting.
- **Supervision:** Provide a minimum of one (1) qualified staff person/teacher to be responsible for the supervision of the participants. This includes addressing any negative behavior that may arise during the class/activity.
- **Participation:** Commit to implementing Direct Education classes and Policy, Systems, Environmental (PSE) change strategies which will be achieved through monthly technical assistance meetings, the creation and implementation of an action plan and completion of associated assessment tool(s).
- **Promotion and Recruitment:** Promote and recruit all participants for workshops to ensure that at least six to twenty (6-20) attendees for adult classes and at least eight to twenty (8-20) attendees for children/teens classes are in attendance during the workshop series. Provide regular reminders to class participants to promote attendance at NJ SNAP-Ed classes at least 2 weeks in advance and within 48 hours (about 2 days) in advance of each class. The goal is to engage the same attendees each week throughout the duration of the workshop series. Due to the demand for NJ SNAP-Ed programming, CFBNJ reserves the right to cancel a workshop series at a Site if two or more classes are cancelled on less than 24 hours' notice or if a workshop has 6 or fewer participants.
- **Facility:** For in person classes, provide space, tables, and chairs for the following:
 - Comfortably and safely accommodate up to twenty-five (25) people in space that is conducive for class learning;
 - Provide access to a sink suitable for washing produce, pots, and handling utensils;
 - Access to electric outlets equipped to handle the voltage from countertop cooking equipment such as a blender or hot plate;
 - Safe parking near entrance of the facility;
 - Ensure kitchen and class areas are clean and empty of other groups 45 minutes prior to class start time and until 30 minutes after class end time.
- **Documentation:** Provide signed Agreement prior to the start of NJ SNAP-Ed workshop series, and any required program documentation specified by CFBNJ and as dictated by NJ SNAP-Ed (such as attendance sheets, permission slips, online registration list, etc.).



Allergen Notice: For education workshops or any other workshops where food and/or drink will be ingested, it is Newark Public's responsibility to ensure that any allergens and/or food items that violate a participant's or attendee's dietary restrictions are not to be consumed by such participant or attendee and that there is no cross contamination during the Program. The Board must determine if any program participants or attendees have allergies or dietary restrictions which would prohibit them from being exposed to and/or from participating in the associated CFBNJ/NJ SNAP-Ed workshop. In such instances, the Board must (a) immediately inform CFBNJ in writing, (b) identify and separate the applicable food/drink items so that the applicable participants or attendees will not be affected, or do not order such food/drink items at all, and (c) if requested by CFBNJ after receipt of the written notice as contemplated by (a), restrict attendance by such participants and attendees. If a recipe cannot be completed without a potential allergen, the Board must notify CFBNJ in writing and at least 48 hours in advance of a scheduled workshop to request an alternative ingredient. If no alternative ingredient is available, CFBNJ may cancel the workshop.

III. CFBNJ Responsibilities

CFBNJ will provide the following to the Board during the Program Term:

- Communication: Provide regular communication via phone and email by a CFBNJ Staff Member regarding the Program. This will include details related to Program duration, target age group/grade level, staff arrival/departure times, room needs (including space to prepare foods or conduct physical activity, if necessary), and a complete listing of any foods that will be prepared.
- Preparation: Provide and prepare all class/event related materials including educational materials and food for cooking demonstrations and taste-testing. CFBNJ Staff and trained staff, Nutrition Educators, will arrive to set up at least 15 minutes prior to the scheduled start time. CFBNJ will provide the Board with notice of class cancellations or delays.
- Workshop Instruction: Nutrition Educators will implement workshops. CFBNJ will provide participants with all NJ SNAP-Ed lesson materials. Cooking supplies and equipment will be provided by NJ SNAP-Ed for all in-person workshops. Registration links and virtual class links will be provided by NJ SNAP-Ed unless otherwise agreed upon.
- Workshop Clean-up: Nutrition Educators will clean-up any workshop materials remaining after the workshop.
- Documentation: If needed, CFBNJ will provide all necessary paperwork for completion, including pre- and/or post-surveys participants for related workshop series.



IV. Miscellaneous:

- 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.
- Termination. Notwithstanding any provision of this Agreement to the contrary, (a) CFBNJ's obligation to provide the Program is subject to available funding, and CFBNJ may cancel the Program and terminate this Agreement upon no less than 15 days' prior notice to the Board if sufficient funding for the Program is no longer available to CFBNJ, and (b) without limiting the foregoing, CFBNJ shall have the right to cancel the Program and terminate this Agreement at any time upon no less than 45 days' prior notice to the Board. The term of this MOU shall be for the 2021-22 school year. The Board may terminate this MOU for any reason and without penalty upon ten (10) days written notice.
- 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.
- 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.
- Criminal History Background Checks: 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 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.

- 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.
- 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.
- 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, mandatory vaccinations, 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.
 - Entire Agreement: This Agreement constitutes the entire between among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda, or other such communications, whether written or oral, concerning such subject matter.
 - Assignment: No party may assign this Agreement or otherwise delegate its obligations hereunder without the prior approval of the other party.
 - Amendments: This Agreement shall not be modified, except by a writing signed by the parties hereto.



- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to conflict of law rules.
- Use of CFBNJ's Name and NJ SNAP-Ed: Newark Public Schools is prohibited from using CFBNJ's or NJ SNAP-Ed's name, logo, mark, or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without CFBNJ's prior written consent.

It Is Mutually Understood and Agreed by and Between the Parties that:

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|-------------------|--|---|
| | Newark Board of Education Point of Contact: | CFBNJ Point of Contact: |
| Name: | Michelina Thornton | Eva Mancheno, MS |
| Title: | Director Office of Federal Programs & Grants | SNAP-Ed Adult Education Program Manager |
| Phone: | 973-733-7116 | (848) 236-2908 |
| Email: | MThornton@NPS.K12.NJ.US | emancheno@cfbnj.org |
| Signature: | | <i>Eva Mancheno</i> |
| Date: | | <i>08.11.2021</i> |

Please list at least one:

| | | |
|---------------|--|--|
| | Newark Board of Education Signatory | |
| Name: | Dawn Haynes | |
| Title: | Board President | |
| Phone: | | |
| Email: | | |

“This institution is an equal opportunity provider. This material was funded by USDA's Supplemental Nutrition Assistance Program - SNAP in cooperation with New Jersey Department of Health and New Jersey Department of Human Services. The Community FoodBank of New Jersey will not discriminate against any person because of race, age, sex, color, sexual orientation, physical or mental disability, religion, ancestry or national origin, marital status, genetic information, political affiliation, and gender identity or expression.”

Community FoodBank of New Jersey (CFBNJ) Site Addendum.

This Addendum stipulates all sites listed below would be subject to all points approved on agreement dated _____ between _____ Newark Board of Education _____ and CFBNJ:

| Site Name | Site Address | City | Zip | Site Contact Name | Site Contact's email | Site Contact's phone | Alt Contact Name | Alt Contact Email | Alt Contact Phone | Date Entered (Internal Use Only-MM/DD/YYYY Initials) |
|---|--------------------------------------|--------|-------|----------------------|--|----------------------|--------------------|--|-------------------|--|
| Luis Munoz Marin School | 663 Broadway | Newark | 07104 | Zoe Zschack | zzschack@nps.k12.nj.us | (973) 268-5330 | Meghan Yergan | myergan@nps.k12.nj.us | | |
| Elliott Street Elementary School | 721 Summer Avenue | Newark | 07104 | Daniel Guerra | dguerra@nps.k12.nj.us | | Aspen Jennings | a1jennings@nps.k12.nj.us | (908) 481-6613 | |
| McKinley School | 1 Colonnade Place | Newark | 07104 | Melanie Dos Santos | m2dossantos@nps.k12.nj.us | (908) 376-6336 | Fanny Terrones | fterrones@nps.k12.nj.us | | |
| 1 st Avenue School | 214 1st Avenue | Newark | 07107 | Jenna Sandman | jsandman8816@gmail.com | (646) 992-2010 | | | | |
| Ridge Street School | 735 Ridge Street | Newark | 07104 | Maryann Flores | mflores@nps.k12.nj.us | | Ashley Menniti | amenniti@nps.k12.nj.us | | |
| Salome Urena Elementary School | 284 First Avenue | Newark | 07107 | Filipa Silva | fsilva@nps.k12.nj.us | (973) 412-1171 | Sandra Marques | smarques@nps.k12.nj.us | | |
| Thirteenth Avenue School - Promise Youth University-Nita M. Lowey 21st CCLC Program | 359 13 th Avenue | Newark | 07103 | Shanequa Evans | se176@Newark.rutgers.edu | (973) 508-7264 | Marquise Guzman | mig36@newark.rutgers.edu | | |
| Weequahic High School | 279 Chancellor Avenue | Newark | 07112 | Barbara De Nose | bdnose@nps.k12.nj.us | (973) 705-3920 | Michael De Antonio | mdeantonio@nps.k12.nj.us | (973) 705-3903 | |
| Abington Avenue School | 209 Abington Avenue | Newark | 07107 | Alejandro Echevarria | | (973) 268-5230 | | | | |
| American History High School | 74 Montgomery Street | Newark | 07103 | Allison DeV Vaughn | | (973) 733-6903 | | | | |
| Ann Street School | 30 Ann Street | Newark | 07105 | Linda J Richardson | | (973) 465-4890 | | | | |
| Ann Street Annex | 55 Komom Street | Newark | 07105 | Linda J Richardson | | (973) 465-4890 | | | | |
| Arts High School | 550 Martin Luther King Jr. Boulevard | Newark | 07102 | Dr. Maria J. Ortiz | | (973) 733-7391 | | | | |

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| Avon Avenue Elementary School | 219 Avon Avenue | Newark | 07108 | Charity Haygood | | (973) 733-6750 | | | | |
| Bard Early College High School | 321 Bergen Street | Newark | 07103 | Dr. Carla Stephens | | (973) 733-8363 | | | | |
| Barringer High School | 90 Parker Street | Newark | 07104 | Dr. Jose Aviles | | (973) 268-5125 | | | | |
| Belmont Runyon School | 1 Belmont Runyon Way | Newark | 07108 | Dr. Deneen Washington | | (973) 733-6920 | | | | |
| Benjamin Franklin School | 42 Park Avenue | Newark | 07104 | Amy B. Panitch | | (973) 268-5250 | | | | |
| Bruce Street School | 333 Clinton Place | Newark | 07112 | Kyle Thomas | | (973) 705-3952 | | | | |
| Camden Street School | 281 Camden Street | Newark | 07103 | Samuel Garrison | | (973) 733-6994 | | | | |
| Central High School | 246 18 th Avenue | Newark | 07108 | Dr. Maria J. Ortiz | | (973) 733-6897 | | | | |
| Chancellor Avenue School | 321 Chancellor Avenue | Newark | 07112 | Dr. Shakirah Harrington | | (973) 705-3870 | | | | |
| Cleveland Elementary School | 388 Bergen Street | Newark | 07108 | Gerald A. Samuels | | (973) 733-6944 | | | | |
| Dr. E. Alma Flagg School | 150 3 rd Street | Newark | 07107 | Ganiat Rufai | | (973) 268-5190 | | | | |
| Dr. Marion A. Bolden Student Center | 230 Broadway | Newark | 07103 | (Not listed on directory) | | (973) 412-1910 | | | | |
| Dr. William H. Horton School | 291 North 7 th Street | Newark | 07107 | Hamlet Marte | | (973) 268-5260 | | | | |
| Eagle Academy for Young Men | 279 Chancellor Avenue | Newark | 07112 | Semone Morant | | (973) 705-3847 | | | | |
| Early Childhood Center- Central | 70 Montgomery Street | Newark | 07103 | Jeanne Ramirez | | (973) 733-7257 | | | | |
| Early Childhood Center- North | 228 Ridge Street | Newark | 07104 | Jeanne Ramirez | | (973) 268-5112 | | | | |
| Early Childhood Center- South | 255 Chancellor Avenue | Newark | 07104 | Jeanne Ramirez | | (973) 705-3860 | | | | |
| Early Childhood Center- West | 26 Speedway Avenue | Newark | 07106 | Jeanne Ramirez | | (973) 351-2040 | | | | |

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|--|-----------------------------------|--------|-------|------------------------|--|----------------|--|--|--|--|
| East Side High School | 238 Van Buren | Newark | 07105 | Dr. Mario Santos | | (973) 465-4900 | | | | |
| East Ward Elementary School | 104 Oliver Street | Newark | 07105 | Rosa Monterio-Inacio | | (973) 522-4036 | | | | |
| Fourteenth Avenue School | 186 14 th Avenue | Newark | 07103 | Armando Cepero | | (973) 733-6940 | | | | |
| George Washington Carver School | 333 Clinton Place | Newark | 07112 | Kyle Thomas | | (973) 705-3800 | | | | |
| Harriet Tubman Street | 504 South 10 th Street | Newark | 07103 | Angela Davis | | (973) 733-6934 | | | | |
| Hawkins Street School | 8 Hawkins Street | Newark | 07105 | Alejandro Lopez | | (973) 465-4920 | | | | |
| Hawthorne Avenue School | 428 Hawthorne Avenue | Newark | 07108 | H. Grady James IV | | (973) 705-3960 | | | | |
| Ivy Hill Elementary School | 107 Ivy Street | Newark | 07106 | Dorrice Rayam-Johnson | | (973) 351-2121 | | | | |
| John F Kennedy School | 311 South 10 th Street | Newark | 07103 | Jill Summers-Phillips | | (973) 733-6788 | | | | |
| Lafayette Street School | 205 Lafayette Street | Newark | 07105 | Maria Merlo | | (973) 465-4860 | | | | |
| Lafayette Street School- Annex I | 212 Lafayette Street | Newark | 07105 | Diana Pereira | | (973) 465-4869 | | | | |
| Lafayette Street School-Annex at St. James | 187 Elm Street | Newark | 07105 | Yolanda Severe | | (973) 522-4085 | | | | |
| Lincoln School | 87 Richelieu Terrace | Newark | 07106 | Hillary Dow | | (973) 374-2290 | | | | |
| Louise A. Spencer School | 66 Muhammed Ali Avenue | Newark | 07108 | Karla Venezia | | (973) 733-6931 | | | | |
| Malcolm X Shabazz High School | 80 Johnson Avenue | Newark | 07108 | Dr. Maria J. Ortiz | | (973) 733-6760 | | | | |
| Michelle Obama Elementary School | 186 14 th Avenue | Newark | 07103 | LaShanda Gilliam | | | | | | |
| Mount Vernon School | 142 Mount Vernon Place | Newark | 07106 | Camille Findley-Browne | | (973) 374-2090 | | | | |

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| NJ Regional Day | 334 Lyons Avenue | Newark | 07112 | Jennifer Mitchell | | (973) 705-3820 | | | | |
| Newark Evening High School | 150 Newton Street | Newark | 07103 | Dr. Dorothy Handfield | | (973) 733-8765 | | | | |
| Newark School of Data Science & Information Technology | 746 Sanford Avenue | Newark | 07106 | Dr. Liana M. Summey | | | | | | |
| Newark School of Fashion and Design | 239 Woodside Avenue | Newark | 07104 | Sakina Pitts | | | | | | |
| Newark School of Global Studies | 24 Crane Street | Newark | 07104 | Nelson Ruiz | | (908) 248-2165 | | | | |
| Newark Vocational High School | 301 West Kinney Street | Newark | 07103 | Dr. Maria J. Ortiz | | (973) 733-8792 | | | | |
| Oliver Street School | 86 Oliver Street | Newark | 07105 | Luis Henriques | | (973) 465-4870 | | | | |
| Park Elementary School | 120 Manchester Place | Newark | 07104 | Sylvia Esteves | | (973) 268-5999 | | | | |
| Peshine Avenue School | 433 Peshine Avenue | Newark | 07112 | Malcom X Outlaw | | (973) 705-3890 | | | | |
| Quitman Street School | 21 Quitman Street | Newark | 07103 | Larry Ramkissoon | | (973) 733-6947 | | | | |
| Rafael Hernandez Elementary School | 345 Broadway | Newark | 07104 | Natasha Pared | | (973) 481-5004 | | | | |
| Roberto Clemente Elementary School | 257 Summer Avenue | Newark | 07104 | Dr. Claudio Bararan | | (973) 268-5291 | | | | |
| Science Park High School | 260 Norfolk Street | Newark | 07103 | Dr. Maria Ortiz | | (973) 733-8689 | | | | |
| Sir Isaac Newton Elementary | 150 Newton Street | Newark | 07103 | Frances Finazzo | | (973) 733-8765 | | | | |
| South 17 th Street School | 619 South 17 th Street | Newark | 07103 | Clarence Allen | | (973) 374-2570 | | | | |
| South Street School | 44 Hermon Street | Newark | 07105 | Sandra Cruz | | (973) 465-4880 | | | | |
| Speedway Avenue | 701 South Orange Avenue | Newark | 07106 | Dr. Shakirah Harrington | | (973) 374-2740 | | | | |

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| Sussex Avenue School | 307 Sussex Avenue | Newark | 07107 | Ryshon Johnson | | (973) 268-5200 | | | | |
| Technology High School | 187-223 Broadway | Newark | 07104 | Edwin Reyes | | (973) 481-5962 | | | | |
| University High School | 55 Clinton Place | Newark | 07108 | Genique Flournoy-Hamilton | | (973) 351-2010 | | | | |
| West Side High School | 403 South Orange Avenue | Newark | 07103 | Akbar Cook | | (973) 733-6977 | | | | |
| Wilson Avenue School | 19 Wilson Avenue | Newark | 07105 | Margarita Hernandez | | (973) 465-4910 | | | | |
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| | Point of Contact: |
| Name: | Michelina Thornton |
| Title: | Director of Office of Federal Programs & Grants |
| Phone: | 609-630-0730 |
| Email: | MThornton@NPS.K12.NJ.US |
| Signature: | |
| Date: | |

Please list the sites that are going to receive intervention immediately at the top of the list and highlight them. These sites must list one main contact and one alternative contact.