

**Agreement Between  
Hudson County Community College  
and  
New Jersey Reentry Corporation**  
June 11, 2024 – February 11, 2025  
Addendum  
Summer Institute Year 2

This Agreement, effective as of June 11, 2024, is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the New Jersey Reentry Corporation (NJRC) headquartered at 591 Summit Avenue, 6<sup>th</sup> Floor, Jersey City, NJ 07306, and operating the Governor’s Reentry Training & Employment Center, located at 195 Campus Drive Kearny, New Jersey 07032. (HCCC and NJRC are each individually a “party” and collectively “parties”)

In consideration of the mutual promises and covenants set forth herein, and intending to be bound thereby, the parties agree as follows:

**Description – Summer Institute Year 1**

This innovative program will provide 230 court-involved young adults, ages 18-25, with comprehensive job training and industry-recognized credentials that will ready them for a variety of in-demand and family-sustaining careers. Participants will have the opportunity to take courses on general construction and forklift operation while earning OSHA 30 certification. Participants can also take a culinary course, , and courses on Phlebotomy and Pharmacy Technician training, CPR, and becoming a Peer Recovery Specialist (a professional who has successfully completed the recovery process and now helps others going through the same process). Additionally, they can learn Microsoft Basics . To the extent that NJ Pathways approves and funding is available, alternate training programs can be offered, with agreement by both HCCC and NJRC.

HCCC will evaluate the training programs to determine if credit can be articulated towards an academic certificate or degree.

**Partnership Activity: Administer Funds from NJ Pathways for the Summer Institute**

**I. Purpose and Goals**

The primary objective of the Agreement for the Partnership Activity is to establish a partnership between the Hudson County Community College (HCCC) School of Continuing Education and Workforce Development (CEWD) and the New Jersey Reentry Corporation (NJRC) whereby HCCC CEWD will be the administrative lead for the NJ Pathways funding for the Summer Institute as well as deliver Certified Phlebotomy Technician training, Certified Pharmacy Technician and Computer Basics training, as per previous agreements.

**II. Institutional Responsibilities**

It is agreed that the following will be the roles and responsibilities of the participating organizations:

**New Jersey Reentry Corporation (NJRC)**

- a) NJRC will provide information required to comply with monthly reporting for NJ Pathways and any additional requests for information.
- b) NJRC agrees to provide classrooms for training onsite at the Training and Employment Center for the Summer Institute, provided by Safety4Safety, Solar One, Mainstream Recovery, and the Camden Dream Center.
- c) HCCC will provide Certified Phlebotomy and Pharmacy Training and Computer Basics at a mutually determined location.
- d) NJRC agrees to recruitment of clients for all training classes and notification of clients to assure that members are in attendance at the assigned times.
- e) NJRC agrees to allow HCCC the right to interview clients prior to enrollment and make the final decision on registration in consultation with NJRC.
- f) NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
- g) NJRC agrees to obtain required documentation for NJ Pathways or other grant documentation requirements.
- h) NJRC agrees to provide HCCC with the curriculum for each of the training classes included in the Summer Institute for the purposes of determining if credit can be articulated.
- i) NJRC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and anyone taking classes. NJRC agrees to defend, indemnify and hold HCCC harmless from any and all third-party claims brought against, HCCC, its employees, administrators, trustees, agents, and representatives, to the extent caused by the negligent acts of NJRC, its members and anyone taking classes.

### **Hudson County Community College, Continuing Education and Workforce Development (HCCC)**

- a) HCCC agrees to consult with NJRC regarding training course schedules.
- b) HCCC will provide classroom-based instruction in Certified Phlebotomy and Pharmacy Technician and Computer Basics.
- c) HCCC will hold the training classes at a mutually determined location.
- d) HCCC will develop and/or provide curricula for each HCCC led training class requested.
- e) HCCC will record and maintain student attendance for HCCC led courses.
- f) HCCC will provide final evaluations and certificate of completion for those who successfully complete HCCC led programs.
- g) HCCC will evaluate curriculum of training classes in the Summer Institute to determine if credit can be articulated.
- h) HCCC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and staff conducting the classes. HCCC agrees to defend, indemnify, and hold NJRC harmless from any and all third-party claims brought against, NJRC, its employees, administrators, directors, trustees, agents, and representatives, to the extent caused by the negligent acts of HCCC, its members and staff conducting the classes in performing its responsibilities under this Agreement.

### **III. Contingency**

This Agreement is contingent upon HCCC's receipt of the NJ Pathways funding.

### **IV. Payment**

- a. The budget for the Summer Institute has been submitted for approval (see Attachment 1).

- b. HCCC CEWD and NJRC will work collaboratively to use the available funding stream to cover the cost of training and instruction provided by NJ Pathways where possible.
- c. In the event that a student cannot secure funding to enroll in a course, such student will not be permitted to enroll in the course and/or will be dropped from enrollment in the course, as applicable.
- d. NJRC is responsible for the payment of tuition for courses where HCCC is the training provider, under this agreement. Fees and/or costs for any training program will be determined in advance of the course..
- e. HCCC shall be responsible for payment to NJRC through the NJ Pathways funding for NJRC invoices to HCCC received in accordance with Attachment 1 under this agreement.

### **Shared Responsibilities of Parties**

1. HCCC and NJRC will work collaboratively to support and effectively administer this agreement in the best interest of the students.
2. HCCC and NJRC will regularly communicate regarding changes in program requirements and any other relevant issues and / or concerns.
3. HCCC and NJRC agree to promote this Agreement in appropriate publications and at recruitment and outreach activities.
4. NJRC agrees to distribute information provided by HCCC to its clients regarding the educational offerings provided by HCCC.
5. To the extent allowable by applicable law, except as may be set forth elsewhere in this Agreement, each institution hereby assumes all risks of personal injury, property damage, and third-party claims attributable to the negligent acts or omissions of that institution and the officers, employees, agents and clients thereof.
6. NJRC agrees to provide office space for an on-site HCCC representative at the Training and Employment Center to meet with students.
7. The parties agree that HCCC's code of conduct shall be applicable to the courses and instruction offered directly by HCCC under this Agreement as if said code of conduct was developed and implemented for this Agreement, and that HCCC shall be entitled to enforce same against any student who violates the code of conduct, including the removal of any student that violated the code of student conduct.

### **I. Dispute Resolution**

Any and all claims, disputes, or other matters in question between HCCC and the NJRC arising out of or relating to this Agreement, the services provided thereunder, or the alleged breach thereof, exclusively shall be subject to and determined by the Superior Court of New Jersey venued in Hudson County, New Jersey.

### **II. Governing Law**

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws provisions therein.

### **III. Assignment**

The rights of HCCC or the NJRC under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties

under this Agreement, whether voluntarily, involuntarily, or by operation of law, without the prior written consent of the other party to this Agreement.

#### **IV. Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally (or receipt refused), by courier services (such as Federal Express) or certified mail, return receipt requested, addressed to each party as follows:

As to NJRC:

NJRC

195 Campus Drive

Kearny, New Jersey 07032

Attention: Michael Hayek, Director, Governor's Training and Employment Center

cc: Rahat A. Chatha, General Counsel

New Jersey Reentry Corporation

591 Summit Avenue, Suite 605B

Jersey City, NJ 07306

As to the College:

Hudson County Community College

26 Journal Square

Jersey City, New Jersey 07306

Attention: Jeff Roberson, Director of Contracts and Procurement

#### **V. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative.

#### **VI. Agreement Review**

The term of this Agreement shall be for eight months, from June 11, 2024 through February 11, 2025. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

Representatives of HCCC and representatives of NJRC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean, the Chief Academic Officer, and the President.

This agreement represents the entire agreement between HCCC and NJRC through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party. All classes then in effect as of the date of termination will be allowed to continue and such termination shall take effect at the end of such classes.

**VII. General Provisions:**

- a.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.
- e. The parties may execute this agreement in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

**X. Signatures**

New Jersey Reentry Corporation

Hudson County Community College

By: \_\_\_\_\_  
Governor James McGreevey, Chairman

By: \_\_\_\_\_  
Dr. Christopher M. Reber, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ARTICULATION AGREEMENT**  
**BETWEEN**  
**HUDSON COUNTY COMMUNITY COLLEGE**  
**&**  
**RISING TIDE CAPITAL**

**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

This Agreement is entered into between the Hudson County Community College (“HCCC” or “College”) and Rising Tide Capital (RTC).

Intending to be bound thereby, HCCC and RTC agree as follows:

**I. Purpose and Goals**

The primary objective of this Agreement is to provide articulation with Rising Tide Capital (RTC) and Hudson County Community College (the "College" or “HCCC”), granting College credits for demonstrated academic proficiency in the field of entrepreneurship for students who complete the Rising Tide Capital (“RTC”) Community Business Academy (“CBA”) program and subsequently enroll at HCCC and comply with the requirements of this Agreement.

- (a) Subject to the process and procedures set forth below, students who have successfully completed the RTC CBA program are eligible to receive HCCC credits for the following course and credit amounts:

Introduction to Entrepreneurship	HMT 111	3 credits or
Introduction to Business	BUS 103	3 credits

- (b) Students may also receive credit for additional courses through a form of prior learning assessment (e.g., submitting a work life portfolio, taking a CLEP exam). Receipt of any credits contemplated by this paragraph (1 (b)) shall be subject to HCCC’s policies and procedures. HCCC provides no guarantees that students seeking credit through a form of prior learning assessment shall receive any College credits.

The Community Business Academy includes 52 hours of instruction. The training is led by industry experts and includes hands-on training exercises to deliver a well-rounded and relevant education to all students. The following is a summary of the CBA syllabus.

**(Include summary of the syllabus here)**

The instructional modality can be in-person, virtual or hybrid.

It is anticipated that the College credits awarded by this Agreement will inform and encourage graduates of the RTC CBA program to pursue the educational and career

## ARTICULATION AGREEMENT

### HUDSON COUNTY COMMUNITY COLLEGE

advancement opportunities which include additional industry recognized credentials and matriculation at the College for the successful completion of their degree requirements.

#### **(c) The Transfer Articulation Application Process and Procedures**

1. Subject to adherence to the criteria and procedures listed herein, students who **successfully complete** the RTC CBA program will be awarded three (3) credits at the College as part of the AS Business Administration program.
2. To receive the three (3) credits at the College described in paragraph 1 (a) students must: (a) be admitted to the College, (b) be matriculated in the College's Business Administration program, and (c) present to the Registrar a "Certificate of Completion", indicating completion of the RTC CBA program.
3. To receive the three (3) credits at the College described in paragraph 1 (a), students must also be admitted to the College within five (5) years of their completion of the RTC CBA program.
4. The three (3) credits identified in paragraph 1 (a) will be reflected on the College transcript as "Credit by Examination", in the same manner as credits obtained through other external standardized examinations, such as the College Level Examination Program (CLEP), and such credits will not be counted in computing a student's Grade Point Average (G.P.A.).
5. The policies reflected in, and any credits earned by Community Business Academy under this Agreement, shall apply only to the College's records. In the case of transfer to another institution of higher education, the acceptance of all credits awarded by HCCC based upon the requirements of this Agreement will be in accordance with the prevailing policies of the receiving institution.
6. Transfer of credits earned at other institutions of higher education, by examination, or other assessment of prior learning shall adhere and be subject to HCCC's Transfer Policy applicable to credits earned at other institutions.
7. No tuition or fees will be charged to any student for the credits earned by articulation pursuant to this Agreement. Notwithstanding same, tuition and any associated fees will be charged for courses taken at HCCC.
8. Appropriate members of the faculty of the College and representatives of RTC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean and Chief Academic Officer. The parties may agree to amend this agreement as a result of any such meeting.

#### **(d) Institutional Responsibilities**



**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

RTC and the College agree to promote the Articulation Program in appropriate publications and at recruitment and outreach activities.

1. RTC and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. RTC and the College agree to acknowledge and recognize the articulation programs on each institution's website and via other marketing and publicity methods.
2. RTC and the College agree to promptly communicate with each other any future curriculum changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

**(e) Agreement Review**

1. RTC and the College will notify one another of curricular changes upon institutional approval. This Agreement will continue in effect and will be automatically renewed from academic year to academic year, for up to three academic years, although either RTC or HCCC may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College. After the initial three (3) year term, the agreement may only be renewed by a separate writing agreed upon by the parties.
2. This Agreement shall be reviewed and modified, as needed, every three years by officials at RTC and HCCC.
3. This agreement represents the entire agreement between RTC and the College through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.
4. The parties agree to comply with all laws regarding the confidentiality of student personally identifiable information.

**(f) Choice of Law/Venue**

1. 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

## ARTICULATION AGREEMENT

### HUDSON COUNTY COMMUNITY COLLEGE

provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

#### **(g) Term**

1. Upon execution by the parties, this Agreement will be effective as of June 12, 2024.

**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

**(h) Approvals**

**Rising Tide Capital**

**Hudson County Community  
College**

\_\_\_\_\_  
**CEO**  
**Rising Tide Capital**

\_\_\_\_\_  
**President**  
**Hudson County Community College**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Vice President of Academic Affairs**  
**Hudson County Community College**

\_\_\_\_\_  
**Date**

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_IRON CULTURE\_\_**

Agreement, effective May 20th, 2024 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Iron Culture (Agency)  
7700 River Rd  
North Bergen, NJ 07047**

1. **TERM**

This contract shall be for a period of three years commencing May 20th, 2024 and continuing until July 31st, 2024 for the:

**Personal Fitness Training Proficiency Certificate Program  
and  
Exercise Science Associate Degree Program**

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement or amendment of this Agreement by both parties.

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event the agreement is terminated, students taking part in the internship shall be able to complete the program.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements. The Agency must notify the internship Faculty in a timely manner with the cause and date of termination. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation at the site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum

for its students including the administration, curriculum content, and Faculty appointments.

- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of Agency. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
  - 1. physical exam
  - 2. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations. In the event of such conflict, the parties shall meet in an attempt to resolve same.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client and patient care, and the extent of participation of the student in assisting with or observing

client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Agency.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program. This statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their internship experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

During the term of this Agreement, the College shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its students, Faculty, officers, or employees with respect to any liability arising out of their participating in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The College shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a direct result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the Agency.

The Agency agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages, and judgments (including, but not limited to such on behalf of a client or that client's agent or family), which may be imposed upon, incurred, or brought against the College as a direct result of any negligent acts of omission or commission by the Agency or its officers, directors, employees, or Faculty members committed in connection with this agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

Agency agrees that College personnel and students assigned to the Agency in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. Nothing set forth herein shall serve as a waiver of any claim by any individual.

9. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by the State Department of Consumer Affairs and all applicable regulatory requirements.

10. **JURISDICTION AND VENUE**

Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be subject to the exclusive jurisdiction of the Hudson County Vicinage of the Superior Court of New Jersey.

11. **GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the law of the State of New Jersey without regard to New Jersey's conflict or choice of law principles or rules.

12. **NO AGENCY/PARTNERSHIP**

This Agreement neither makes nor appoints Agency as an agent of the College, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither Agency nor any authorized person providing the services on behalf of Agency are, or shall be considered College employees. Agency shall at all times be an independent contractor while this Agreement remains in force.

Signed:

\_\_\_\_\_  
Christopher Reber, President  
Hudson County Community College

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Dave Hancock, General Manager  
Iron Culture

\_\_\_\_\_  
Date



**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_FITNESS FACTORY\_\_**

Agreement, effective June \_\_1st \_\_, 2024 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Fitness Factory (Agency)  
6209 Bergenline Ave.  
West New York, NJ 07093**

1. **TERM**

This contract shall be for a period of three years commencing June \_\_1st \_\_, 2024 and continuing until May \_\_31st \_\_, 2027 for the:

**Personal Fitness Training Proficiency Certificate Program  
and  
Exercise Science Associate Degree Program**

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement or amendment of this Agreement by both parties.

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event the agreement is terminated, students taking part in the internship shall be able to complete the program.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements. The Agency must notify the internship Faculty in a timely manner with the cause and date of termination. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation at the site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum

for its students including the administration, curriculum content, and Faculty appointments.

- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of Agency. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
  - 1. physical exam
  - 2. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations. In the event of such conflict, the parties shall meet in an attempt to resolve same.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client and patient care, and the extent of participation of the student in assisting with or observing

client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Agency.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program. This statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their internship experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

During the term of this Agreement, the College shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its students, Faculty, officers, or employees with respect to any liability arising out of their participating in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The College shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a direct result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the Agency.

The Agency agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages, and judgments (including, but not limited to such on behalf of a client or that client's agent or family), which may be imposed upon, incurred, or brought against the College as a direct result of any negligent acts of omission or commission by the Agency or its officers, directors, employees, or Faculty members committed in connection with this agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

Agency agrees that College personnel and students assigned to the Agency in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. Nothing set forth herein shall serve as a waiver of any claim by any individual.

9. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by the State Department of Health and all applicable regulatory requirements.

10. **JURISDICTION AND VENUE**

Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be subject to the exclusive jurisdiction of the Hudson County Vicinage of the Superior Court of New Jersey.

11. **GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the law of the State of New Jersey without regard to New Jersey's conflict or choice of law principles or rules.

12. **NO AGENCY/PARTNERSHIP**

This Agreement neither makes nor appoints Agency as an agent of the College, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither Agency nor any authorized person providing the services on behalf of Agency are, or shall be considered College employees. Agency shall at all times be an independent contractor while this Agreement remains in force.

Signed:

\_\_\_\_\_  
Christopher Reber, President  
Hudson County Community College

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Jonathan O'Donnell, Owner  
Fitness Factory

\_\_\_\_\_  
Date

**New and On-Going Partnerships with Hudson County High Schools for the  
Delivery of Credit Course Instruction for Academic Year 2024-2025  
Under the Early College Program.**

Hudson County Community College (HCCC) proposes agreements with school districts, charter, and private schools in Hudson County for the delivery of instruction in selected credit courses and degree programs for high school students on the HCCC or high school campuses. Individual high school students who live in, or attend school in, Hudson County are eligible to enroll in up to a total of 36 credits prior to high school graduation at a reduced tuition rate and receive college credit upon successful completion of courses. Agreements with Bayonne High School, Kearny High School, Hoboken High School, and schools within the Hudson County Schools of Technology and Jersey City Public School District will continue to allow students to exceed 36 credits to obtain an Associate Degree. Students have access to HCCC's academic advising program, tutoring services, library resources and computer laboratories. In order to participate in the Early College Program, students must successfully complete one of the mechanisms for college placement for required prerequisite courses and must have the approval of their parents/guardians and guidance counselors.

The tuition for the Early College Program will be determined on an annual basis by agreement with the individual school districts, charter, or private schools, and based on the type of selected course(s), instructor(s), and location. For the 2024-2025 academic year (Fall/Spring/Summer I/Summer II) the majority of course offerings will carry a tuition rate of \$80.60 per credit, and will be applied for classes taught by HCCC faculty.

Differentiated tuition per credit will be applied for courses taught on the high school campus by the high school faculty during the day (\$40.30) or where HCCC provides the instructor (\$80.60). The College will waive all general HCCC fees with the exception of course-specific fees. HCCC will not bill students directly for tuition, unless the school district identifies the students as self-paying students. Any required transportation or textbook will be provided by the high school or student.

**A. Bayonne Board of Education (Bayonne High School)**

Bayonne Board of Education has partnered with Hudson County Community College (HCCC) to provide an Associate Degree in Liberal Arts to students selected by Bayonne High School. The agreement began in Academic Year 2020-2021, and the 4th cohort will begin this year. The instruction will be performed by either HCCC faculty on the Hudson County Community College campus or HCCC-approved High School faculty on the high school campus through at least the 2027-2028 academic year. The high school had its first cohort receiving an Associate Degree in Liberal Arts General Studies in May, 2024 and will start its fifth degree-seeking cohort this academic year.

**B. Bergen County Technical Schools**

After a hiatus, Hudson County Community College and the Bergen County Technical Schools (BCTS) have once again entered into an articulation agreement that will permit graduates of the BCTS Culinary

Program who matriculate at HCCC will have the opportunity to transfer up to 9 credits towards their Associate Degree.

### **C. Cranford Board of Education (Cranford High School)**

HCCC entered into a new partnership with the Cranford Board of Education to offer dual credit opportunities in Culinary Arts and Biology for students at Cranford High School in the 2023-2024 academic year. Students will continue to have the opportunity to take CAI-117 (Production Kitchen Skills I), CAI-118 (Pantry and Breakfast Cookery), and BIO-201 (Practical Nutrition) as part of their high school curriculum.

### **D. Harrison Board of Education (Harrison High School)**

Since 2014, the inaugural year of Early College's partnership with Harrison High School, over 150 students have been served and supported. Harrison High School will continue their partnership for the sixth year and will be selecting seniors who are college ready to take Psychology, Sociology, Speech, Political Science, and Precalculus, at the Journal Square Campus of Hudson County Community College taught by HCCC faculty. Our partnership includes a two-year culinary program in which students will earn 10 credits towards in Culinary and Hospitality. The program starts in the junior year and ends their senior year. The courses, in sequential order, are HMT-110 (Introduction to the Hospitality Industry), CAI-115 (Food Sanitation & Culinary Principles), CAI-119 (Bakeshop I), CAI-118 (Pantry and Breakfast Cookery), and CAI-117 (Production Kitchen Skills I). Students in the graduating class of 2018 were part of the first senior class at Harrison to complete the program and receive a certificate of completion on May 11, 2018.

### **E. Hoboken Charter School**

Hoboken Charter School continues to sponsor select students to take courses at Hudson County Community College. This is the sixth year students will enroll in courses.

### **F. Hudson County Schools of Technology (High Tech and County Prep High Schools)**

For the first time in the 2023-2024 academic year, all incoming students at both High Tech and County Prep high schools are now eligible to earn an Associate Degree through dual enrollment pathways. The program started with select cohorts at High Tech, but has now been expanded to all students attending both high schools. There are currently 150 students following the pathway to possibly earning an Associate Degree in Science and Mathematics.

Also, 2023-2024, additional dual enrollment pathways in Computer Science, Culinary Arts, Personal Fitness Training, and Wood Technology were all approved.

In 2024-2025, students from County Prep will also once again be able to take select courses from the Associate of Applied Science in Early Childhood Education. The students will have the opportunity to earn 11 CDP credits, which will permit them to sit for the Childcare Development Associate (CDA) license upon high school graduation.

Students will continue to have the opportunity to take Intro to Psychology and College Algebra after school in both the fall and spring semesters. These courses are taught by County Prep teachers who are also college adjunct instructors.

### **G. Jersey City Board of Education (Jersey City Public High Schools)**

For the past nine years, HCCC and Jersey City Board of Education (JCBOE) have collaborated to offer college level courses to high school students from the Jersey City Public Schools. In the 2021-2022 academic year, JCBOE celebrated their second group of students earning an Associate Degree upon graduation. During the 2024-2025 academic year, Dickinson, Ferris, Lincoln, and Innovation High Schools have students pursuing degrees through a variety of dual enrollment pathways. The pathways involve a combination of dual enrollment courses as well as courses taught by HCCC instructors.

Also continuing into the 2024-2025 academic year, up to 32 students from Lincoln High School will enroll in 10 total credits in Culinary Arts. The classes will be taught by HCCC faculty for 12 Fridays in both the fall and spring semesters. Students will earn seven college credits upon successful completion of the program.

### **H. Kearny Board of Education (Kearny High School)**

Beginning in the 2021-2022 academic year, the College began a new partnership with KHS that allows up to 25 students to earn an Associate of Arts in Liberal Arts General upon high school graduation through a combination of dual enrollment classes at the high school and courses taken after school taught by HCCC faculty. This agreement enters its fourth year with a new 9<sup>th</sup> grade cohort participating and will see KHS graduating their first cohort of Associate Degree completers.

### **I. Marion P Thomas Charter School**

HCCC will enter the fourth year of its partnership with the Marion P. Thomas Charter School, located in Newark, to provide dual enrollment instruction in Culinary Arts at the high school's campus. The agreement includes two classes, CAI-117 (Production Kitchen Skills I) and CAI-119 (Bakeshop I) being offered as dual instruction in the Spring 2025 semester. Discussions are ongoing regarding expanding the partnership to include students attending Culinary classes on the HCCC Journal Square Campus.

### **J. Newark Board of Education**

HCCC began a new partnership with the Newark Board of Education to offer dual credit opportunities in Culinary Arts for students in the Newark Public Schools in the 2022-2023 academic year. The program continues into 2024-2025, with students in the Newark Public Schools having the opportunity to take CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery) as part of their high school curriculum.



### **K. North Bergen Board of Education (North Bergen High School)**

HCCC and North Bergen High School (NBHS) will continue to collaborate for 2023-2024 academic year. Students will enroll in various dual enrollment courses in the areas of Social Science, Mathematics, Accounting, and Computer Science. All classes that are offered at the high school are taught by HCCC-approved high school instructors. Courses will be offered for a full academic year, following the high school calendar.

### **L. Orange Public School District (Orange High School)**

HCCC and Orange High School are entering year 3 of a dual enrollment partnership in Culinary Arts. The partnership allows up to 50 students to take CAI-115 (Food Sanitation and Culinary Principles) through a dual enrollment agreement, with an approved high school instructor teaching the course on the high school campus.

### **M. Rising Star Academy (RSA)**

Rising Star Academy, a private school located in Union City, established a partnership with HCCC in 2011 to provide a diverse selection of courses for the high school students. Approximately 20 students are selected each year to take 6-18 college credits in a combination of dual enrollment classes and those taught at the North Hudson Campus. RSA allows students in 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades to participate in the program. In the 2024-2025 academic year, the partnership will include sections of CSC-100 (Intro to Computers and Computing), CSC-111 (Computer Science I), BIO-107 (Human Biology), CHP-111 (College Chemistry), MAT-110 (Precalculus), and ENG-112 (Speech).

### **N. Union City Board of Education (Union City High School)**

HCCC and the Union City Board of Education have collaborated for 10 years to offer college-level courses for their high school students. In the 2024-2025 academic year, courses will be offered to students from Union City High School (UCHS) at the high school. The partnership includes allowing 11 high school students to take courses in the Culinary Arts Program. The courses are CAI-115 (Food Sanitation and Culinary Principles), CAI-118 (Pantry and Breakfast Cookery), and CAI-119 (Bakeshop I). Classes are taught by HCCC faculty on the HCCC campus for 12 Fridays in both the Fall and Spring Semesters. Students earn seven (7) college credits upon successful completion of the program. In the 2024-2025 academic year, students funded through a Perkins Grant will enroll in 11 credits, which will qualify them to sit for the examination to earn the Childcare Development Associate (CDA) license upon high school graduation.

### **O. West New York Board of Education (Memorial High School)**

Continuing our partnership for the ninth year, students at Memorial High School are able to enroll in MAT-111 (Calculus), and ENG-101 (College Composition I), all of which are to be offered at the high school and taught by HCCC approved high school instructors. Placement is determined according to College placement requirements.

## **P. West Orange Board of Education**

A partnership began with the West Orange Board of Education in the 2020-2021 academic year to offer seven credits in Culinary Arts through a dual enrollment agreement in CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery). High school instructors approved by the Dean of Business, Culinary Arts and Hospitality Management teach the classes. The program will continue for its fourth year in the 2024-2025 academic year.

### **INVENTORY OF SCHOOL DISTRICTS:**

Separate agreements have been executed with the following school districts:

1. Bergen County Technical Schools
2. Bayonne Board of Education – Bayonne High School
3. Cranford Board of Education – Cranford High School
4. Harrison Board of Education – Harrison High School
5. Hoboken Charter School
6. Hudson County Schools of Technology Board of Education
  - a. County Prep High School
  - b. High Tech High School
7. Jersey City Board of Education
  - a. William L. Dickinson High School
  - b. Henry Snyder High School
  - c. James J. Ferris High School
  - d. Liberty High School
  - e. Innovation High School
  - f. McNair Academy
  - g. Lincoln High School
8. Kearny Board of Education – Kearny High School
9. Marion P Thomas Charter School
10. Newark Board of Education
11. North Bergen Board of Education – North Bergen High School
12. Orange Public School District – Orange High School
13. Rising Star Academy
14. Union City Board of Education
  - a. Jose Marti STEM Academy
  - b. Union City High School
15. West New York Board of Education – Memorial High School
16. West Orange Board of Education – West Orange High School