

MEMORANDUM OF UNDERSTANDING
Between
COLLEGE
And the
Association of Community College Trustees

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this day, _____, by and between **COLLEGE** (hereinafter “**COLLEGE NAME**”), and the Association of Community College Trustees (hereinafter “**ACCT**”) for **COLLEGE** to participate in the United States-United Kingdom (“**UK**”) Community College and Technical Education Exchange program (the “**program**”), through which **COLLEGE** will be paired with a UK technical college to develop a student exchange program focused on green skills and sustainability. The Program is funded by the Cyril Taylor Foundation.

ACCT and **COLLEGE** agree as follows:

1. COLLEGE Responsibilities. In support of this program, **COLLEGE** agrees to participate in the following activities:

- Winter 2026: Identify leadership, faculty, and staff who will be involved in the program, including a “core team” with responsibility for developing and executing the student exchange.
- January - December 2026: Participate in **(virtual) partnership meetings and topical webinars** with UK partner college. The core team will be asked to participate in a meeting approximately twice per month through Fall 2026, with key faculty and additional administrators invited as deemed necessary by the project lead. Leadership, trustees, and other staff will be invited to attend approximately two meetings during the year.
- June 2026: **Delegation visit** to the UK to visit partner institution and participate in an in-person cohort meeting.
- Fall 2026 through Spring 2027: Execute **initial student exchange programs** on the schedule determined by the college pairs.

2. ACCT Responsibilities. In support of the program, ACCT agrees to provide the following support to **COLLEGE**:

- In collaboration with the Association of Colleges in the UK and in consultation with **COLLEGE** leadership, ACCT will **match COLLEGE with a partner college** in the UK, based on shared academic interests and program goals, and overall institutional fit.
- ACCT will organize **monthly meetings/topical webinars** as described above and will provide consultation and advising on program development as needed.
- **COLLEGE** and the other three (3) colleges will have access to a dedicated group space on the **ACCT Connect** online learning platform, including a resource library with materials to support partnership development. The data privacy and other policies of Mighty Networks, host of the ACCT Connect platform, shall apply to interactions between UK and US participants on the

platform. Information shared by participants in the US shall be subject to applicable US data privacy requirements. Similarly information shared by participants in the UK shall be subject to applicable UK data privacy requirements.

- ACCT will develop a **press release and other materials to promote the program**, which will be shared with participating colleges.

3. Stipends. To support participation in the program, ACCT will pay COLLEGE a stipend of \$12,000 to defray the costs of program development and delegation travel to the UK. The stipend will be disbursed in April 2026.

The grant for the program includes \$25,000 allocated for scholarships to be distributed among participating students at the four institutions. COLLEGE will receive \$6,250 to support its students' participation; COLLEGE will determine procedures for allocation of these funds and selection of students in alignment with general selection criteria provided by ACCT.

4. Term & Cancellation.

4.1 This MOU shall be in effect from the MOU agreement date on page one through December 31, 2026.

4.2 If COLLEGE seeks to end their participation prior to the termination date, ninety (90) days' written notice shall be provided to allow for the orderly completion of any activities currently underway.

4.3 If ACCT, in its sole discretion, determines that COLLEGE is not sufficiently meeting the responsibilities as described in this MOU, ACCT may terminate this MOU immediately and without penalty.

5. Independent Contractor Relationship.

5.1 Each party to this MOU is separate and independent and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Neither party shall act or hold itself out as having authority to act as agent or partner of the other party, or in any way bind or commit the other party to any obligations, representations, or warranties, except as specified in this MOU.

5.2 This MOU establishes an independent contractor relationship, and neither party shall be entitled to nor shall have any claim under this MOU or otherwise against the other party for workers' compensation, retirement benefits, Social Security, unemployment insurance, local, state, and federal income taxes, or any other withholding pursuant to any law or requirement of any governmental body. All such payments, withholdings, and benefits, if any, are each party's sole responsibility.

6. Compliance with Law. Both parties intend to comply with all applicable laws, rules, and regulations as they may be amended from time to time. If any part of this MOU is determined to violate international, federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to reach an agreement within 30 days to revisions

required to bring the MOU into compliance, either party may terminate this MOU upon written notice to the other party.

7. Intellectual Property. Except as expressly provided in this MOU, nothing in this MOU shall transfer any rights, title or interests in any intellectual property invented or created before or after the effective date of the MOU by or on behalf of COLLEGE, ACCT, or other participating colleges. Materials provided by COLLEGE, ACCT, or other participating colleges are the respective property of each party and are not to be reproduced, distributed, or transmitted in any form or by any means without the consent of the respective party.

8. Insurance Requirements. COLLEGE represents and warrants that it currently has and will maintain insurance coverage of a kind and in an amount that is commercially reasonable to cover its activities and the performance of its obligations under this MOU.

9. Indemnification. Notwithstanding anything herein to the contrary, each party shall defend, indemnify, and hold the other party, its directors, officers, agents, representatives, employees and assigns (herein referred to cumulatively as "Indemnitees"), harmless from and against claims for bodily injury or death to any person and damage to property of Indemnitees or others and all reasonable costs and expenses (including without limitation court costs, reasonable attorney's fees, accountant's fees and expert fees) to the extent the same is caused by the intentional or negligent action or negligent inaction of such party, its directors, officers, agents, representatives, employees and assigns. The foregoing indemnity shall not be construed to indemnify any Indemnitee to the extent that any claim or expense is caused by the Indemnitee's negligent action or negligent inaction.

10. Force Majeure. The performance of this MOU by either party is subject to any emergency making it illegal or impossible to support the program or hold meetings, including, without limitation, acts of God, war, pandemic, acts of terrorism, government regulations, disaster, strikes or threat of strikes (except that neither party may terminate this MOU for situations involving that party's own employees), civil disorder, or curtailment of transportation facilities. This MOU may be terminated without liability for any of the above reasons by written notice from one party to the other within ten (10) days of such occurrence or receipt of notice of any of the above occurrences.

11. Assignment. Neither party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other party.

12. Severability. If any one or more of the provisions contained in this MOU shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding.

13. Waiver. The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.

14. Headings. The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this MOU.

15. Choice of Law. The parties agree that this MOU shall be interpreted in accordance with the law of the State of [STATE WHERE COLLEGE IS LOCATED].

16. Dispute Resolution. All disputes concerning the terms of this MOU or claims by either party pursuant to this MOU, including but not limited to termination of this MOU, are subject to and shall be submitted to mandatory arbitration under the auspices of the American Arbitration Association. The Commercial Rules as they exist at the time of the dispute or claim shall apply. Venue for the arbitration shall be the State of [STATE WHERE COLLEGE IS LOCATED]. Each party shall be individually responsible for the cost of its own attorney fees and its pro rata share of the costs of arbitration including arbitration fees.

17. Notices. All notices required or permitted under this MOU shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To COLLEGE:
NAME
ADDRESS

To ACCT:
Jee Hang Lee
Association of Community College Trustees
1101 17th St NW, Ste 300
Washington, DC 20036

18. Representations and Warranties. Except as expressly set forth in this MOU, ACCT makes no, and expressly disclaims any, representations or warranties, express or implied, regarding collaboration with COLLEGE, meetings, and any other service provided by ACCT hereunder.

19. Limitation of Liability. Neither party will be liable to the other party for any indirect, incidental, consequential, exemplary, punitive, or special damages arising out of or in relation to this MOU, including lost profits regardless of the form of the action or theory of recovery. This limitation shall not apply to COLLEGE's indemnification obligations under this MOU, gross negligence, or willful misconduct.

20. Electronic Signatures. The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include signatures transmitted via DocuSign or other electronic signature services or systems, faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via Portable Document Format (PDF)) of an original signature.

21. Entire Agreement. This MOU constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This MOU may not be modified except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the authorized representatives of COLLEGE and ACCT have executed this MOU effective as of the date written above.

COLLEGE

Association of Community College Trustees

Signature

Name:

Title:

Date:

Signature

Name: Jee Hang Lee

Title: President & CEO

Date:



IIE American Passport Project Partner Institution Letter of Agreement

March 23, 2026

Zachary Forrest
Hudson County Community College

Dear Zachary Forrest:

The Institute of International Education, Inc. (“IIE”) is pleased to inform **Hudson County Community College** (“Partner Institution”) that it is awarding it a grant in the amount of **\$4,125 USD** (the “Award”) to participate in the “IIE American Passport Project” (the “Program”) to assist students, who are in their first year and eligible for Pell grants, obtain a U.S. passport, and to facilitate international experiences as part of their post-secondary education.

This letter agreement and its attachments (collectively, the “Agreement”) outline the terms and conditions of accepting the Award and the details involving the payment of the Award to the Partner Institution.

PURPOSE

Partner Institution must use the Award for the purposes described in Attachment A and must perform the responsibilities as described in Attachment A (“Partner Institution Responsibilities”) as a condition to receipt of the Award.

TERM AND TERMINATION; RIGHT TO MODIFY OR REVOKE THE AWARD

This Agreement will be in force from the date of this Agreement until June 30, 2027 (the “Term”), unless terminated earlier by IIE.

Termination shall not relieve Partner Institution of any continuing obligations under this agreement, particularly the requirements of No Lobbying Or Campaign Intervention; Partner Institution Is Not A Registered Lobbyist provisions.

PAYMENT SCHEDULE

The Award will be distributed in full following receipt of this signed Agreement and confirmed payment set-up in IIE’s financial systems.

All payments will be made in United States dollars by ACH, wire transfer, or check.

Any unused funds must be returned to IIE, noting the reason for not fulfilling the purpose of the Award.

IIE is authorized to conduct audits, including on-site audits, at any time during the Term, and within three (3) years following the Term.

Further correspondence, written notice, and all statements in connection with this activity should be addressed to the attention of Lindsay Calvert, Institute of International Education, 1800 West Loop South, Ste 250, Houston, TX 77027, or by e-mail at IIEPassport@iie.org.

USE OF AWARD PROCEEDS

Failure to comply with the terms of this Agreement may result in immediate cessation of funding and/or support from IIE. In addition, if Partner Institution expends or commits any part of the funds for purposes or activities other than the purposes and activities for which this Award is made, Partner Institution must repay to IIE an amount equal to the amount of such funds so expended for other purposes or activities.

REPRESENTATIONS AND WARRANTIES

Partner Institution represents and warrants that (a) it has all power, rights and authority to execute and deliver this Agreement and perform Partner Institution's obligations hereunder; (b) that this Agreement is binding and enforceable against it; (c) it is a charitable or educational organization; (d) it is organized in the United States and holds a determination letter from the Internal Revenue Service identifying it as either a 501(c)(3) public charity or a 501(c)(4) organization which carries out services for charitable purposes or it is a public school or governmental body; and (e) it will use the proceeds of the Award solely for in accordance Attachment A.

NO LOBBYING OR CAMPAIGN INTERVENTION; PARTNER INSTITUTION IS NOT A REGISTERED LOBBYIST

No Lobbying. No payments under this agreement may be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code ("Code") of the United States and the regulations thereunder, or to be used for activities that constitute lobbying under the lobbying disclosure acts or similar laws of the United States or of any state.

Partner Institution Is Not a Registered Lobbyist. The Partner Institution is not a registered lobbyist and agrees to not engage in an amount of direct communication, as defined by California or other United States state law and regulations, that would require the Partner Institution or any of its partners to register as a lobbyist or to register as a lobbying firm, including direct communication on behalf of parties.

No Payments for Gifts, Meal and Travel of Government Employees. The Partner Institution agrees not to make any payments for gifts, meals or travel of international, national, state or local government employees as part of the Work.

No Campaign Intervention. No payments received by the Partner Institution under this Agreement may be used to participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office within the meaning of Section 501(c)(3) of the Code and the regulations thereunder.

Partner Institution Agrees to Refund Misused Payments. IIE shall not be obligated to pay the Partner Institution for any work or expense that violates this provision; the Partner Institution agrees to refund to IIE any amount paid to the Partner Institution for such work or expense immediately.

PARTNER INSTITUTION WILL COMPLY WITH ALL LAWS

Partner Institution further warrants that Partner Institution will comply with all applicable international, national, state and local laws, regulations or rules, including without limitation, those regarding authority to conduct

business, permits, licenses, data privacy and protection, tax withholding and payments, employment, reporting, contacts with government officials and rules governing or regulating contact with or the provision of gifts to government officials and their families, including reimbursements or payment of transportation, lodging and related travel expenses that apply in connection with the performance of the services specified in this Agreement and the activities contemplated hereunder. Partner Institution shall provide IIE with copies of all documents requested by IIE to verify Partner Institution's representations set forth herein. Notwithstanding any due diligence performed by IIE, IIE accepts no liability for any consequence, whether direct or indirect, arising from Partner Institution's breach of the representations set forth in this Agreement.

FOREIGN CORRUPT PRACTICES ACT AND ANTI-TERRORISM

By signing this Agreement, the Partner Institution certifies and warrants that it, its affiliates, and its subcontractors, if any, do not and will not violate the United States Foreign Corrupt Practices Act and that it, its affiliates, and its subcontractors, if any, will not promote or engage in violence or terrorism. Further, the Partner Institution agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, the Partner Institution agrees that prior to incurring and making any payment pursuant to this agreement, it will ensure that the payee, including any third-party receiving funds for travel and travel-related expenses, is not on the "Specially Designated Nationals" list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations or the European Union.

ASSUMPTION OF RISK

In accepting this assignment, your institution accepts for itself and its employees, agents, assigns and representatives, any and all risks and hazards connected with your responsibilities, and you agree that IIE shall not in any way be liable for injury to person or property that may result from any cause whatsoever.

INSURANCE

Partner Institution acknowledges and agrees that IIE shall not purchase or provide any insurance for or on behalf of Partner Institution or any individuals employed by or associated with Partner Institution (including any independent contractors, temporary or permanent personnel, advisers, or consultants).

Partner Institution represents and warrants that (a) it is insured or self-insured; (b) its insurance or self insurance program covers anticipated activities of the Partner Institution and its subdivisions and employees; and (c) coverage is sufficient to cover activities contemplated under this Agreement. The Partner Institution shall promptly notify IIE if there is any change in coverage.

RELATIONSHIP OF THE PARTIES

Notwithstanding any caption of this Agreement, or any other terms to the effect contained herein, this Agreement shall not be interpreted or construed to create any legal association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

NO ASSIGNMENT

The Partner Institution shall not assign its rights or obligations hereunder without IIE's prior written consent.

EXECUTION OF AGREEMENT

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. PDF counterpart signatures are sufficient to make this Agreement effective.

If the terms of this agreement meet with your approval, please date and sign this letter and return it by email. If you have any questions about this email, please contact IIEPassport@iie.org immediately.

Sincerely,



Jamie Bellis
Senior Director, Operations and Special Initiatives
Institute of International Education, Inc.

Hudson County Community College AGREEMENT AND ACCEPTANCE:

By:

Name:

Title:

Email:

Purpose of Award

Through the IIE American Passport Project, IIE will make grants to U.S. colleges and universities in the IIE Network, so they can help students who are eligible for Pell Grants obtain a U.S. passport and encourage participation in study abroad.

It has long been part of IIE's mission to promote international education and exchange, so that all students can gain academic and career benefits from international experiences. The grant is intended to remove a common barrier that prevents students from even considering participating in study abroad. IIE aims to support IIE Network member institutions in their efforts to encourage students to go abroad who would otherwise not participate in an international experience as part of their college education by reducing a cost barrier to obtaining a U.S. passport.

To achieve the purpose of the IIE American Passport Project, Partner Institution must use the \$4,125 to distribute \$165 to each of the confirmed 25 students. The Partner Institution will identify and nominate 25 students eligible for this funding, of which IIE will review and confirm the nominations based on the student nomination criteria below:

- U.S. citizen;
- 18 years of age or older;
- Enrolled at Partner Institution; and,
- Pell Grant eligible (this includes students who are not currently receiving the Pell Grant but meet its eligibility criteria).

Partner Institutions should prioritize these students when nominating:

- Students who may not be participating in study abroad without this assistance.
- Those who have not previously held an adult U.S. passport. This includes individuals who have expired child passports or passport cards.
- Students in their first year at the Partner Institution, allowing them more time to plan to study abroad. This includes freshmen and transfer students regardless of their transferred credit hours.
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Partner Institution Responsibilities

By accepting this Award, the Partner Institution shall be responsible for the following:

1. **Program Funding Parameters:** IIE will provide a grant of \$4,125 to the Partnering Institution, of which the Partnering Institution is responsible for distributing this total grant amount as follows, in priority order:
 - a. Distributing as 25 grants of \$165 to each confirmed nominated student (Grantee) to cover the costs of the U.S. passport application fee.
 - b. Distributing funding that maximizes the amount of Grantees supported at the Partner Institution that includes the U.S. passport application fee and additional costs of items related to obtaining a passport, such as photos, transportation to passport facility, mailing or shipping, and documentation.
 - c. Paying a lump sum to the passport acceptance facility if conducting group application payment.

2. **Student Support:** The Partner Institution will supplement this grant with other resources and advising for each Grantee that was put forth in its IIE American Passport Project application.
3. **Student Nomination Process:** Partner Institution is responsible for nominating students in accordance with instructions provided by IIE. Partner Institution is responsible for establishing a nomination process for identifying and selecting passport recipients. IIE will review and approve the nominations.
4. **Required Documentation:** Partner Institution will aim to submit this signed agreement and, if requested, a W-9 to facilitate payment to IIE by **April 24, 2026**.
5. **Notification & Grant Disbursements:** IIE will disburse funds to Partner Institution by ACH, wire or check. Partner Institution will be responsible for notifying IIE if a nominated student declines the award. If so, Partner Institution must nominate an alternate or identify other approved methods of supporting confirmed students with passport acquisition.
6. **Communication:** Partner Institution must have a primary contact assigned to communicate with IIE. This contact is responsible for communication with IIE regarding the status of student nominations and fulfillment of the Award. If the primary contact should change, the Partner Institution must inform IIE of the new contact's name, email address, and phone number.

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
HUDSON AND THE HUDSON COUNTY COMMUNITY COLLEGE (HCCC) TO
PROVIDE TRAINING FOR THE EXCLUSIVE BENEFIT OF
THE COUNTY AND ITS DESIGNEES
(\$50,000.00)**

This Agreement is entered into this _____ day of _____, 2026 by and between the County of Hudson a body politic and corporate of the State of New Jersey and the Hudson County Community College (H.C.C.C).

1. Services to be Performed by Vendor

WHEREAS, part of the curriculum of the H.C.C.C is technical and computer training and client/customer service and telephone skills pursuant to their proposal; and

WHEREAS, the focus of this training is to assist businesses throughout Hudson County and the region in developing a high-skilled, high performance workforce through flexible training options including programs offered remotely when appropriate ; and

WHEREAS, it is important to ensure that County employees are provided with proper training in the technical and computer areas such as Excel, Access, Word and power Point at all levels and professional/personal development areas such as client/customer service and telephone skills as well as other academic programs that will enhance the County's workforce to better serve the residents of Hudson County; and

WHEREAS, there will also be classes offered to address current topic such as diversity training, including implicit bias and inclusivity as is now required by the County an employer; and

2. Time for Performance and Compensation

WHEREAS, the term of this training commencing on January 1, 2026 and terminating on December 31, 2026 and shall be in an amount not to exceed **FIFTY THOUSAND**

DOLLARS AND 00/100 (\$50,000.00) billed at the hourly rate of \$225.00 with classes over the maximum 40 students billed at \$250.00 per hour. Billing and payment shall be in accordance with standard procedures of the **COUNTY**. Pursuant to N.J.S.A. 40A11-19.1 the **COUNTY** “shall pay interest on the amount due a business concern pursuant to a properly executed invoice, when required, if the required payment is not made on or before the required payment date”. If, at any time, the **VENDOR** is asked by the **COUNTY** or any of its representatives to perform work which the **VENDOR** feels would entitle it to compensation in excess of the above-mentioned maximum compensation or work not stated in the proposal shall immediately notify the Hudson County Administrator and Hudson County Counsel in writing. The **VENDOR** will not perform such additional services until it has received a written change order to the Contract signed by the County Executive, authorizing the work to be performed and designating the price for its completion. The **COUNTY** will not compensate the **VENDOR** for the cost of any additional work unless such a change order has been executed.

3. Compliance with Applicable Codes and Regulations

The **VENDOR**'s work shall comply with all applicable government statutes, codes and regulations. **VENDOR** shall obtain all governmental approvals and permits required to provide the services required.

4. Ownership of Materials

All data, material and documentation originated and prepared for the **COUNTY** pursuant to this **Agreement** shall belong exclusively to the **COUNTY**.

5. Indemnification

VENDOR hereby indemnifies and holds the **COUNTY** harmless from all liability, claims, actions and costs caused solely by the negligent acts or omissions of the **VENDOR**, its agents, servants, employees and/or subcontractor including cost of defense and/or **VENDOR's** fees engendered thereby.

6. Affirmative Action

The **VENDOR** acknowledges the Mandatory Affirmative Action Language, P.L. 1975, C.127 (N.J.S.A. 17:27), which was included in the RFP is incorporated herein by reference.

Additionally, the **VENDOR** shall supply the **COUNTY** with either: a) a copy of its Federal Affirmative Action Plan Letter from the Office of Federal Contract Compliance Programs, or b) a Certificate of Employee Information Report issued by the State of New Jersey, or c) a Form AA-302 Affirmative Action Employee Information Report, with the return of the executed contract.

If the aforementioned Mandatory Affirmative Action Language is amended or supplemented from time to time, the revised Mandatory Affirmative Action Language shall apply.

7. ADA Compliance

The parties to this Agreement agree to be bound by the provision of Title II of the American with Disabilities Act of 1990 (42 U.S.C. 512101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereto

8. Reporting Requirements

VENDOR is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the **VENDOR** receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the **VENDOR**'s responsibility to determine if filing is necessary.

Additional information on this requirement is available from ELEC at 888-313-3532 or at WWW.ELEC.STATE.NJ.US.

9. Non-Discrimination

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

10:2-1 Antidiscrimination provisions.

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national

origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

10. **Effective Date**

This Agreement shall not be effective and binding upon the **COUNTY** unless and until it is executed by the Hudson County Administrator or his designee.

11. **Governing Law**

This Agreement shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action for enforcement or any other issue relating to this contract shall be instituted in the Superior Court of the State of New Jersey located in Hudson County.

12. **Attorney Fees**

In the event that either party institutes an action for enforcement of any term of this Agreement then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

13. Subcontracting

VENDOR represents that it has not secured the services of any other firm as subcontractor. **VENDOR** will not secure the services of any subcontractor without the prior written consent of the COUNTY.

14. Temporary Budget

Pursuant to N.J.A.C. 5:30-5.5, this clause shall apply to any Agreement awarded while the County of Hudson is operating under a temporary budget entered into under N.J.S.A. 40A:4-19: The continuation of this Agreement beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds for this Agreement beyond those allotted during the temporary budget. The undersigned acknowledges that the continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds, and that the contract may not be appropriately funded and, thereafter, terminated.

15. Waiver and Amendments

Any provision of this Agreement may be waived or amended through formal approval by the Board of County Commissioners in accordance with applicable law and agreed to in writing by both parties hereto

16. Documentation

VENDOR shall maintain all documentation related to products, transactions, or services under this Agreement or a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

(N.J.A.C. 19:70-1.6)

17. Insurance Requirements

VENDOR must provide proof of insurance (and name the County as an additional insured).

18. Severability Clause

In the event that any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. The County of Hudson agrees to pay the Hudson County Community College, a sum not to exceed \$50,000.00.
2. This Agreement shall be for a period commencing on February 1, 2026 and terminating on December 31, 2026, and shall become binding upon the parties by signing of the appropriate officials of the Hudson County Community College and the County of Hudson.
3. Either party may cancel this Agreement upon thirty (30) days written notice to the other party.
4. This agreement constitutes the entire agreement between the H.C.C.C. and the County of Hudson. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
5. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or by certified mail.

TO: Hudson County Community College
Continuing Education & Workforce Development
161 Newkirk Street, Fifth Floor, Ste. E504
Jersey City, New Jersey 07306

County of Hudson
Office of the County Administrator
567 Pavonia Avenue, 4th Floor
Jersey City, NJ 07306

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized officers.

COUNTY OF HUDSON

By: _____
DAVID B. DRUMELER
DEPUTY COUNTY ADMINISTRATOR

ATTEST:

By: _____
CAROL JEAN DOYLE, CLERK
BOARD OF COUNTY COMMISSIONERS

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
DR. CHRISTOPHER REBER, PRESIDENT

WITNESS:

By: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an

award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ SUMMER 2027

Summer I: May 24 – June 30, 2027

Monday	May	24	Classes begin, Summer I	*Registration should occur at least one day prior to first class meeting.
Wednesday	May	26	Last day to add* classes for Summer I	
Monday	May	31	Memorial Day – College Closed	**For a complete list of refund dates, please consult the Summer/Fall 2027 Student Refund Calendar.
Tuesday	June	1	Last day to drop** classes for Summer I	
Thursday	June	17	Last day to complete official withdrawal for Summer I	
Saturday	June	19	Juneteenth	
Tuesday	June	29	Final Exams for Summer I	Last day to submit grades: July 7, 2027
Wednesday		30		
Sunday	July	4	Independence Day	
Monday	July	5	Independence Day (Observed) – College Closed	

Online Session A: May 24 – July 6, 2027

Monday	May	24	Classes begin, Online A	
Tuesday	May	25	Last day to add*, Online A	
Tuesday	June	1	Last day to drop** classes for Online A	
Thursday	June	17	Last day to withdraw from Online A	
Tuesday	July	6	Final Exams for Online A	Last day to submit grades: July 12, 2027

Summer II: July 12 – August 17, 2027

Monday	July	12	Classes begin, Summer II	
Wednesday	July	14	Last day to add* classes for Summer II	
Monday	July	19	Last day to drop** classes for Summer II	
Wednesday	August	4	Last day to complete official withdrawal for Summer II	
Monday	August	16	Final Exams for Summer II	Last day to submit grades: August 23, 2027
Tuesday	August	17		

Online Session B: July 12 – August 22, 2027

Monday	July	12	Classes begin, Online B	
Tuesday	July	13	Last day to add*, Online B	
Monday	July	19	Last day to drop** classes for Online B	
Wednesday	August	4	Last day to withdraw from Online B	
Sunday	August	22	Final Exams for Online B	Last day to submit grades: August 25, 2027

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ FALL 2027

Semester Start-Up Events

Fri.	Aug.	20	College Service Day
Mon.		23	All College Adjunct Faculty Orientation
Wed.		25	Convocation

**Registration should occur at least one day prior to first class meeting.*

15-Week Terms: Regular, Online Regular, and Hybrid: August 28 – December 20

Thurs.	Aug.	26	Classes begin for Regular and ONR/Hybrid
Wed.	Sept.	1	Last Day to Add* for 15-Week Regular and ONR/Hybrid
Sat.	Sept.	4	<i>Labor Day Weekend – College closed</i>
Mon.		6	
Thurs.	Sept.	9	Last Day to Drop** for 15-Week Regular and ONR/Hybrid
Fri.	Oct.	1	Last day to file Degree Audit Application for December 2027 Graduation
Mon.	Oct.	11	Columbus Day – Classes in session
Thurs.	Oct.	21	Midterm Exams/Advisement Period
Wed.		27	
Fri.	Oct.	29	Diwali – No classes – College Closed Note: Classes normally held on this day will be held on Thursday, December 16
Tues.	Nov.	2	Election Day – Classes in session
Tues.	Nov.	2	Last day to submit Midterm Advisory Grades
Thurs.	Nov.	11	Veterans' Day – Classes in session
Fri.	Nov.	12	Last day to complete official withdrawal (W) for Regular and ONR/Hybrid
Wed.	Nov.	24	No Classes; College Open
Thurs.	Nov.	25	<i>Thanksgiving Recess – College closed</i>
Sun.		28	
Tues.	Dec.	7	Last classes and/or final exams for Regular and ONR/Hybrid classes
Thurs.		16	<ul style="list-style-type: none"> • Tues., 12/7 – Last classes and/or final exams for classes meeting on Tuesday • Thurs., 12/9 – Last classes and/or final exams for classes meeting on Thursday • Tues., 12/14 – No Regular term Tuesday classes • Thurs., 12/16 – Last classes and/or final exams for classes meeting on Friday
Tues.	Dec.	21	Last day to submit final grades

***For a complete list of refund dates, please consult the Summer/Fall 2027 Student Refund Calendar.*

Culinary Cycles

Aug. 26 - Oct. 4	Culinary Cycle I	Last day to add*: 9/1	Last day to drop**: 9/7	Last day to W: 9/13	Grades due: 10/7
Oct. 5 - Nov. 8	Culinary Cycle II	Last day to add*: 10/11	Last day to drop**: 10/18	Last day to W: 10/25	Grades due: 11/11
Nov. 9 - Dec. 16	Culinary Cycle III	Last day to add*: 11/15	Last day to drop**: 11/22	Last day to W: 11/29	Grades due: 12/21

7-Week Sessions: Online and On-Ground/Remote

Aug. 26 - Oct. 14	Online Session A	Last day to add*: 8/27	Last day to drop**: 9/2	Last day to W: 10/5	Grades due: 10/19
Aug. 26 - Oct. 18 (Last T/TH class is 10/12)	On-Ground/Remote 1	Last day to add*: 8/31	Last day to drop**: 9/2	Last day to W: 10/5	Grades due: 10/21
Aug. 26 - Oct. 19	Culinary On-Ground 1	Last day to add*: 8/31	Last day to drop**: 9/2	Last day to W: 10/5	Grades due: 10/22
Aug. 26 - Oct. 19	Culinary Hybrid 1	Last day to add*/drop**: 9/2	Last day to W: 10/5	Grades due: 10/22	
Oct. 20 - Dec. 16	Culinary On-Ground 2	Last day to add*: 10/22	Last day to drop**: 10/27	Last day to W: 11/29	Grades due: 12/21
Oct. 20 - Dec. 16	Culinary Hybrid 2	Last day to add*/drop**: 10/27	Last day to W: 11/29	Grades due: 12/21	
Oct. 22 - Dec. 16	Online Session B	Last day to add*: 10/25	Last day to drop**: 10/29	Last day to W: 12/7	Grades due: 12/21
Oct. 25 - Dec. 14	On-Ground/Remote 2	Last day to add*: 10/27	Last day to drop**: 11/1	Last day to W: 12/6	Grades due: 12/17

Early College Dual Enrollment - Contact the Early College Program for dates specific to each high school partner.

Sept. 28 - June 26	Full Year	Last day to add*: 10/4	Last day to drop**: 10/12	Last day to W: 5/29	Grades due: 6/30
Sept. 28 - Feb. 10	Half Year	Last day to add*: 10/4	Last day to drop**: 10/12	Last day to W: 1/13	Grades due: 2/17

12-Week Quick Term

Sept. 16 - Dec. 16	Quick Term	Last day to add*/drop**: 9/22	Last day to W: 11/12	Grades due: 12/21
	12/6, 12/7 – Last Mon & Tues classes			
	12/9 – Last Thursday classes			
	12/16 – Friday classes meet			