



Letter of Agreement between Hudson County Community College located at 70 Sip Avenue and William Paterson University on behalf of the College of Science and Health located at 300 Pompton Road, Wayne, New Jersey.

Herein, William Paterson University will be known as the “University” which includes both graduate and undergraduate programs in the College of Science and Health. Hudson County Community will be known as the “Cooperating Agency.”

Policies and/or agreements governing each party are herein listed for use of the facilities at Hudson County Community College.

1. Cooperating Agency.

- a. The Cooperating Agency shall provide classrooms, conference rooms, and laboratory areas that are available for in-patients, out-patients, and special therapies.
- b. The Cooperating Agency shall provide to the instructional staff from the University available audio-visual aids for student learning.
- c. Locker space for change of clothing and/or the placement of personal belongings is to be provided by the Cooperating Agency, if available.
- d. The Cooperating Agency reserves the right to remove student(s) and/or faculty of the University when it is in the best interest of the Cooperating Agency.
- e. Master prepared nurses of the Cooperating Agency shall directly preceptor advanced practice nursing students.
- f. Parking facilities shall be provided for the faculty and students by the Cooperating Agency.
- g. The Cooperating Agency maintains the ultimate responsibility for the nursing care of its patients. The assignment of nursing students to nursing duties does not relieve said responsibility.
- h. The Cooperating Agency will make available emergency medical care to students and instructors who may become ill or who may be injured while on duty. The sick or injured student or instructor is responsible for the costs arising from the provision of such

emergency medical care.

2. University.

- a. The University shall provide qualified faculty who shall control the instruction of students in theoretical content, in clinical conferences, and during laboratory session.
- b. The nursing faculty from the University shall select the learning experiences and make student assignments in conjunction with the manager or charge nurse.
- c. The University shall determine the number of students to be enrolled at one time but not to exceed ten (10) with one (1) instructor.
- d. Each student will wear the uniform of the University when in the clinical laboratory units unless otherwise specified.
- e. The University assures that each student and instructor has met the following health requirements prior to the first day of the clinical experience at the Cooperating Agency and can present documentation of such upon request:
 1. Entire physical exam.
 2. Negative Mantoux test within the past twelve months or, if positive Mantoux history, chest x-ray negative for tuberculosis within one (1) year.
 3. Documentation of status (immune or susceptible) to chicken pox (varicella), measles (rubeola) and German measles (rubella). Immunity must be documented by either a physician's note or blood test titer or proof of vaccination.
 4. Documentation of Mumps history or copy of blood test titer or date of mumps vaccination, immunity must be documented by a primary care provider, or blood test titer as indicated.
 5. Documentation of Hepatitis B initial vaccine, signed waiver or documentation of a positive HBsAb prior to their affiliation at the Agency is also required.

Additionally, exposure to any of these communicable diseases by a susceptible person must be reported within 48 hours to the Occupational Medicine at the Cooperating Agency.

- f. University will ensure that students comply with all policies and procedures applicable to Cooperating Agency's students when University Students are participating in the program established through this agreement.

3. General Agreement between the University and the Cooperating Agency.

- a. The number of students to be assigned to the laboratory areas shall be determined by mutual consent of the parties involved.
- b. Changes in policies or procedures of the Cooperating Agency and/or the University shall be communicated in writing through the nursing administrator of the agency and the

Dean of the College of Science and Health, who will communicate these changes to their respective personnel.

- d. This agreement shall be in force for the term commencing on February 1, 2024 and terminating on February 1, 2025.
- e. This contract may be canceled by either party for the ensuing academic year by giving one-hundred-twenty (120) days' prior written notice. The Cooperating Agency retains, at all times, the control and responsibility for patient care.
- f. The University and its employees are covered by the provisions of the New Jersey Tort Claims Act. N.J. S.A. 59:1 -1 et seq.; Therefore, there is no requirement for the University to secure additional liability insurance to cover the acts or omissions of the University and its employees. The University shall provide for professional and general liability coverage for the students performing activities under this Agreement providing limits of coverage of \$1,000,000/\$3,000,000 on an occurrence type basis. The University upon request shall provide the Cooperating Agency with documentation of such coverage.
- g. The University agrees to complete and provide evidence to the Cooperating Agency that a criminal background check has been performed on its Students. The University shall immediately advise the Cooperating Agency regarding any issues raised during the criminal background check process.
- h. Between University and the Cooperating Agency, the University, subject to the provisions of New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the University, its students, employees or agents, in the performance of the obligations assumed by the University or its students pursuant to this agreement.
- i. The University shall demonstrate that all of its employees are covered for worker's compensation and disability benefits insurance in accordance with the laws of the State of New Jersey.
- j. The University agrees to notify the Cooperating Agency if they or any of their employees, students or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program.
- k. Both the University and the Cooperating Agency shall at all times comply with standards of documentation and confidentiality mandated by the state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the standards of the Joint Commission on Accreditation of Healthcare Organizations, administrative and medical record policies and guidelines established and approved by Cooperating Agency, which shall be made available to students.

- l. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between University and Cooperative Agency.

Neither School nor Cooperating Agency is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either University or Cooperating Agency, nor shall it in any way alter the control of the management, operation, and affairs of either University or Cooperating Agency ; it being the intent of this Agreement that University and Cooperating Agency shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

- m. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
- n. It is agreed and understood that University and Cooperating Agency as a public service enter into this Agreement. Accordingly, there will be no charge or fee by either party to the other.
- o. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States or the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
- p. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
- q. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
- r. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
- s. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be

signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.

- t. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
- u. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles. All disputes between the parties arising out of or relating to this agreement, or the services thereunder, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.
- v. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.

IN WITNESS WHEREOF, the University and the Cooperating Agency hereby agree to the terms and conditions of this Agreement. The Agreement shall be effective when fully executed by the authorized representatives of both parties.

William Paterson University

BY: _____
Venkat Sharma, Ph.D.
Dean, College of Science and Health

Date: _____

BY: _____
Kirsten Loewrigkeit
VP for Finance and Administration & CFO

Date: _____

FACILITY NAME

BY: _____

Date: _____

**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
BERGEN COUNTY TECHNICAL SCHOOLS
FOR THE DELIVERY OF TECH PREP 2+2
PROGRAM IN CULINARY ARTS**



This Agreement between the Hudson County Community College (HCCC) and the Bergen County Technical Schools (BCTS) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in eligible programs of study in BCTS high schools. BCTS students who take complete the courses set forth in this agreement and who meet the criteria set forth herein, will have the opportunity to earn HCCC credits upon matriculation at HCCC after high school graduation for selected college courses taught by their high school instructors during or after school as part of their regular teaching responsibilities.

Faculty Qualifications and Responsibilities

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

Provision for Alternate Scheduling and Registration

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

Articulation of Credits

A total of 9 articulation credits will be granted by HCCC if the following conditions are satisfied:

1. The BCTS graduate was enrolled in the 2+2 Tech Prep program, successfully completed all requirements for high school graduation and passed any exams associated with the

- articulated credits.
2. The BCTS graduate enrolls or enrolled in HCCC within twelve months of graduation from BCTS.
 3. The student successfully completes one semester at HCCC following graduation from BCTS.

BCTS will maintain a competency record for each student. This record will become a part of the student's official record and will be provided to HCCC with the consent of the student in support of their application for admission. HCCC will review the student's records and award 9 credits, when appropriate, in accordance with the terms of this agreement. Students will not be charged for the 11 articulated credits.

Courses for AY (2024-2025)

Selected students may earn HCCC credits in the matter stated in this agreement in the following courses.

- Bakeshop I – CAI-119 (2 Credits)
- Food Sanitation & Culinary Principles – CAI-115 (3 Credits)
- Pantry and Breakfast Cookery – CAI-118 (2 Credits)
- Production Kitchen Skills I – CAI-117 (2 Credits)

Terms of Contract

This Agreement shall be effective March 12, 2024 and shall run through June 30, 2025 and may be renewed annually by the parties by executing a separate agreement or a written renewal of this Agreement. Articulated courses taken during the 2023-2024 academic year will be eligible for participating students. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

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

SIGNED:

 President or Designee
 Hudson County Community College

 Date

 Superintendent or Designee
 Bergen County Technical Schools

 Date