

Program Agreement between Community FoodBank of New Jersey, Inc. and

bet	tween the Community FoodBank of New Jersey, Inc. (CFBNJ) as known as (Partner) an for NJ SNAP-Ed nutrition and fitness education
pro	ogramming.
Unl	less earlier terminated as provided herein, the Initial term of this agreement shall be for a period
	one (1) year as the Effective Date. Thereafter, unless earlier terminated as provided herein, the
	m of this agreement shall automatically renew for successive one (1) year terms, unless a party
•	ovides notice to the other party at least ninety (90) days in advance of the end of the then in
	ect term that it does not wish to renew the terms of this agreement. The term, as described in
this	s paragraph, shall be deemed to be the "Program Term".
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ı. Pur	rpose & Scope The purpose of this Agreement is to provide information on NJ SNAP-Ed program efforts
	The purpose of this Agreement is to provide information on its sixar La program enorts
	and identify the rights and obligations of and CEBNI. The
	and identify the rights and obligations ofand CFBNJ. The foregoing shall be deemed to be the "Program".
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 Communication: Provide a minimum of one (1) qualified staff person to act as the primary point of contact with CFBNJ. This staff person will ensure notice of class/meeting cancellations and/or delays at least twenty-four (24) hours before any scheduled NJ SNAP-Ed workshop/event/meeting.



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



affected, or do not order such food/drink items at all	l, and (c) if requested by CFBNJ after
receipt of the written notice as contemplated by	y (a), restrict attendance by such
participants and attendees. If a recipe cannot be con	npleted without a potential allergen,
must notify CFBNJ in writing and	at least 48 hours in advance of a
scheduled workshop to request an alternative ingre	dient. If no alternative ingredient is
available, CFBNJ may cancel the workshop	will be solely responsible for
having each participant and attendee sign a waiver	and release as a condition to such
participant's or attendee's participation in any CFBN	IJ/NJ SNAP-Ed program or workshop
(including any such forms provided by CFBNJ), but it	n no event shall the signing of such
waiver and release (or lack thereof) affect or mitigate	e the Site's responsibilities under this
this Agreement, including under this Section.	

III. CFBNJ Responsibilities		
CFBNJ will provide the following to	 during	the
Program Term:		

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



IV. Miscellaneous: Intentionally omitted

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indemnifi		_			· · · · · · · · · · · · · · · · · · ·	te or any third par	
other par	ty for any da	mages wha	itseever,	includi	ng without limita	ation, special, ind	irect,
						sulting from any a	
omission	in any way a	ssociated w	ith this /	Agreemo	ent, except to th	e extent that CFE	SNJ is
found liab	ole for gross r	egligence c	or intenti	onal mis	sconduct, in whic	h case CFBNJ sha	<u>L not</u>
be liable	for any spe	ecial, indire	ct, incid	ental, c	consequential, p	unitive, or exem	plary
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obligation	to provide t	he Program	is subje Agreeme	ct to av nt upor	ailable funding, a n no less than 15	e contrary, (a) CF and CFBNJ may co days' prior noti ano longer availab	ancel ce to
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- Entire Agreement: This Agreement constitutes the entire between among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda, or other such communications, whether written or oral, concerning such subject matter.
- Assignment: No party may assign this Agreement or otherwise delegate its obligations hereunder without the prior approval of the other party.



- Amendments: This Agreement shall not be modified, except by a writing signed by the parties hereto.
- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to conflict of law rules.
- Use of CFBNJ's Name and NJ SNAP-Ed:
 is prohibited from using CFBNJ's or NJ SNAP-Ed's name, logo, mark, or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without CFBNJ's prior written consent.

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

		CFBNJ Point of Contact:
	Point of Contact:	
Name:		
Title:		
Phone:		
Email:		
Signature:		
Date:		
Please list at l	east one:	
	Alternate Point of Contact (1):	Alternate Point of Contact (2):
Name:		
Title:		
Phone:		
Email:		

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



IV. Miscellaneous:

- Indemnification: In addition to any liability or obligation to the Board that may exist under any other provision of this MOU or by statute or otherwise, Partner shall be liable to and hereby agrees to indemnify, save and hold harmless the Newark Board of Education, the Superintendent, its Board and any of its employees, agents and representatives from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the school district or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Partner or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this MOU and the work performed under them including but not limited to any negligence or willful misconduct of Partner its agents, servants, employees, officers, partners, consultants or subcontractors.
- Termination. Notwithstanding any provision of this Agreement to the contrary, (a) CFBNJ's obligation to provide the Program is subject to available funding, and CFBNJ may cancel the Program and terminate this Agreement upon no less than 15 days' prior notice to the Board if sufficient funding for the Program is no longer available to CFBNJ, and (b) without limiting the foregoing, CFBNJ shall have the right to cancel the Program and terminate this Agreement at any time upon no less than 45 days' prior notice to the Board. The term of this MOU shall be for the 2021-22 school year. The Board may terminate this MOU for any reason and without penalty upon ten (10) days written notice.
- Independent Entities. None of the provisions of the MOU are intended to create
 nor shall be deemed or construed to create any relationship between the parties
 hereto other than that of independent entities contracting with each other solely
 for the purposes of effecting the provisions of the MOU. Neither of the parties,
 hereto, nor any of their respective officers, directors or employees, shall be
 construed to be the agent, employee or the representative of the other.
- Funding: This MOU is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this MOU does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractor, agent, or representative under this MOU.
- Criminal History Background Checks: Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days



after execution of this MOU. The services under this MOU shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this MOU.

- Confidentiality: Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.
- Insurance: Partner shall procure and maintain for the duration of the MOU commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by Partner, or its agents, representatives, employees, or subcontractors. Partner represents and warrants that all work provided hereunder will be performed by persons who are licensed, certified, and experienced to furnish the Board with these services. This MOU shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement.

The Newark Board of Education is to be added as an **additional insured** but only as our interests may appear on all Certificates of Insurance as indicated below.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.



- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.
- Compliance with Board Policies and Procedures: Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, mandatory vaccinations, and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.
- Entire Agreement: This Agreement constitutes the entire between among the
 parties concerning the subject matter hereof and supersedes all prior agreements,
 understandings, memoranda, or other such communications, whether written or
 oral, concerning such subject matter.
- Assignment: No party may assign this Agreement or otherwise delegate its obligations hereunder without the prior approval of the other party.
- Amendments: This Agreement shall not be modified, except by a writing signed by the parties hereto.

Community FoodBank of New Jersey (CFBNJ) School Site Addendum.

This Addendum stipulates all sites listed below would be subject to all points approved on agreement dated 06.16.2022 between Newark Board of Education and CFBNJ:

This is valid for the following School year(s): 2022-2023

Site Name	Site Address	City	Zip	Site Contact Name	Site Contact's email	Site Contact's phone	Alt Contact Name	Alt Contact Email	Alt Contact Phone	Date Entered (Internal Use Only- MM/DD/YYYY Initials)
1 st Avenue School	214 1st Avenue	Newark	07107	Jenna Sandman	jsandman8816@gmail.com	(646) 992- 2010				
Abington Avenue School	209 Abington Avenue	Newark	07107	Alejandro Echevarria		(973) 268- 5230				
American History High School	74 Montgomery Street	Newark	07103	Allison DeVaughn		(973) 733- 6903				
Ann Street School	30 Ann Street	Newark	07105	Linda J Richardson		(973) 465- 4890				
Ann Street Annex	55 Komom Street	Newark	07105	Linda J Richardson		(973) 465- 4890				
Arts High School	550 Martin Luther King Jr. Boulevard	Newark	07102	Dr. Maria J. Ortiz		(973) 733- 7391				
Avon Avenue Elementary School	219 Avon Avenue	Newark	07108	Charity Haygood		(973) 733- 6750				
Bard Early College High School	321 Bergen Street	Newark	07103	Dr. Carla Stephens		(973) 733- 8363				
Barringer High School	90 Parker Street	Newark	07104	Dr. Jose Aviles		(973) 268- 5125				
Belmont Runyon School	1 Belmont Runyon Way	Newark	07108	Dr. Deneen Washington		(973) 733- 6920				
Benjamin Franklin School	42 Park Avenue	Newark	07104	Amy B. Panitch		(973) 268- 5250				
Bruce Street School	333 Clinton Place	Newark	07112	Kyle Thomas		(973) 705- 3952				

Camden Street	281 Camden	Newark	07103	Samuel		(973) 733-				
School	Street			Garrison		6994				
Central High	246 18 th	Newark	07108	Dr. Maria J.		(973) 733-				
School	Avenue			Ortiz		6897				
Chancellor	321	Newark	07112	Dr. Shakirah		(973) 705-				
Avenue School	Chancellor			Harrington		3870				
	Avenue									
Cleveland	388 Bergen	Newark	07108	Gerald A.		(973) 733-				
Elementary	Street			Samuels		6944				
School										
Dr. E. Alma Flagg	150 3 rd Street	Newark	07107	Ganiat Rufai		(973) 268-				
School						5190				
Dr. Marion A.	230 Broadway	Newark	07103	(Not listed on		(973) 412-				
Bolden Student				directory)		1910				
Center										
Dr. William H.	291 North 7 th	Newark	07107	Hamlet		(973) 268-				
Horton School	Street			Marte		5260				
Eagle Academy	279	Newark	07112	Semone		(973) 705-				
for Young Men	Chancellor			Morant		3847				
	Avenue									
Early Childhood	70	Newark	07103	Jeanne		(973) 733-				
Center- Central	Montgomery			Ramirez		7257				
	Street									
Early Childhood	228 Ridge	Newark	07104	Jeanne		(973) 268-				
Center- North	Street			Ramirez		5112				
Early Childhood	255	Newark	07104	Jeanne		(973) 705-				
Center- South	Chancellor			Ramirez		3860				
	Avenue									
Early Childhood	26 Speedway	Newark	07106	Jeanne		(973) 351-				
Center- West	Avenue			Ramirez		2040				
East Side High	238 Van	Newark	07105	Dr. Mario		(973) 465-				
School	Buren			Santos		4900				
East Ward	104 Oliver	Newark	07105	Rosa		(973) 522-				
Elementary	Street			Monterio-		4036				
School				Inacio						
Elliott Street	721 Summer	Newark	07104	Daniel Guerra	dguerra@nps.k12.nj.us		Aspen	a1jennings@nps.k12.nj.us	(908) 481-	
Elementary	Avenue						Jennings		6613	
School										

Fourteenth	186 14 th	Newark	07103	Armando		(973) 733-			
Avenue School	Avenue			Cepero		6940			
George	333 Clinton	Newark	07112	Kyle Thomas		(973) 705-			
Washington	Place					3800			
Carver School									
Harriet Tubman	504 South	Newark	07103	Angela Davis		(973) 733-			
Street	10 th					6934			
	Street								
Hawkins Street	8 Hawkins	Newark	07105	Alejandro		(973) 465-			
School	Street			Lopez		4920			
Hawthorne	428	Newark	07108	H. Grady		(973) 705-			
Avenue School	Hawthorne			James IV		3960			
	Avenue								
Ivy Hill	107 Ivy Street	Newark	07106	Dorrice		(973) 351-			
Elementary				Rayam-		2121			
School				Johnson					
John F Kennedy	311 South	Newark	07103	Jill Summers-		(973) 733-			
School	10 th			Phillips		6788			
	Street								
Lafayette Street	205 Lafayette	Newark	07105	Maria Merlo		(973) 465-			
School	Street					4860			
Lafayette Street	212 Lafayette	Newark	07105	Diana Pereira		(973) 465-			
School- Annex I	Street					4869			
Lafayette Street	187 Elm	Newark	07105	Yolanda		(973) 522-			
School-Annex at	Street			Severe		4085			
St. James									
Lincoln School	87 Richelieu	Newark	07106	Hillary Dow		(973) 374-			
	Terrace					2290			
Louise A. Spencer	66	Newark	07108	Karla Venezia		(973) 733-			
School	Muhammed					6931			
	Ali								
	Avenue								
Luis Munoz	663	Newark	07104	Zoe Zschack	zzschack@nps.k12.nj.us	(973) 268-	Meghan	myergan@nps.k12.nj.us	
Marin School	Broadway					5330	Yergan		
Malcolm X	80 Johnson	Newark	07108	Dr. Maria J.		(973) 733-			
	Avenue			Ortiz		6760			

Shabazz High									
School									
McKinley School	1 Colonnade Place	Newark	07104	Melanie Dos Santos	m2dossantos@nps.k12.nj.us.	(908) 376- 6336	Fanny Terrones	fterrones@nps.k12.nj.us	
Michelle Obama Elementary School	186 14 th Avenue	Newark	07103	LaShanda Gilliam					
Mount Vernon School	142 Mount Vernon Place	Newark	07106	Camille Findley- Browne		(973) 374- 2090			
NJ Regional Day	334 Lyons Avenue	Newark	07112	Jennifer Mitchell		(973) 705- 3820			
Newark Evening High School	150 Newton Street	Newark	07103	Dr. Dorothy Handfield		(973) 733- 8765			
Newark School of Data Science & Information Technology	746 Sanford Avenue	Newark	07106	Dr. Liana M. Summey					
Newark School of Fashion and Design	239 Woodside Avenue	Newark	07104	Sakina Pitts					
Newark School of Global Studies	24 Crane Street	Newark	07104	Nelson Ruiz		(908) 248- 2165			
Newark Vocational High School	301 West Kinney Street	Newark	07103	Dr. Maria J. Ortiz		(973) 733- 8792			
Oliver Street School	86 Oliver Street	Newark	07105	Luis Henriques		(973) 465- 4870			
Park Elementary School	120 Manchester Place	Newark	07104	Sylvia Esteves		(973) 268- 5999			
Peshine Avenue School	433 Peshine Avenue	Newark	07112	Malcom X Outlaw		(973) 705- 3890			

Quitman Street School	21 Quitman Street	Newark	07103	Larry Ramkissoon		(973) 733- 6947			
Ridge Street School	735 Ridge Street	Newark	07104	Maryann Flores	mflores@nps.k12.nj.us		Ashley Menniti	amenniti@nps.k12.nj.us	
Rafael Hernandez Elementary School	345 Broadway	Newark	07104	Natasha Pared		(973) 481- 5004			
Roberto Clemente Elementary School	257 Summer Avenue	Newark	07104	Dr. Claudio Bararan		(973) 268- 5291			
Salome Urena Elementary School	284 First Avenue	Newark	07107	Filipa Silva	fsilva@nps.k12.nj.us	(973) 412- 1171	Sandra Marques	smarques@nps.k12.nj.us	
Science Park High School	260 Norfolk Street	Newark	07103	Dr. Maria Ortiz		(973) 733- 8689			
Sir Isaac Newton Elementary	150 Newton Street	Newark	07103	Frances Finazzo		(973) 733- 8765			
South 17 th Street School	619 South 17 th Street	Newark	07103	Clarence Allen		(973) 374- 2570			
South Street School	44 Hermon Street	Newark	07105	Sandra Cruz		(973) 465- 4880			
Speedway Avenue	701 South Orange Avenue	Newark	07106	Dr. Shakirah Harrington		(973) 374- 2740			
Sussex Avenue School	307 Sussex Avenue	Newark	07107	Ryshan Johnson		(973) 268- 5200			
Technology High School	187-223 Broadway	Newark	07104	Edwin Reyes		(973) 481- 5962			
Thirteenth Avenue School - Promise Youth University Nita M. Lowey 21st CCLC Program	359 13 th Avenue	Newark	07103	Shanequa Evans	se176@Newark.rutgers.edu	(973) 508- 7264	Marquise Guzman	mig36@newark.rutgers.edu	

University High School	55 Clinton Place	Newark	07108	Genique FlournoyHami Iton		(973) 351- 2010				
Weequahic High School	279 Chancellor Avenue	Newark	07112	Barbara De Nose	bdenose@nps.k12.nj.us	(973) 705- 3920	Michael De Antonio	mdeantonio@nps.k12.nj.us	(973) 7053903	
West Side High School	403 South Orange Avenue	Newark	07103	Akbar Cook		(973) 733- 6977				
Wilson Avenue School	19 Wilson Avenue	Newark	07105	Margarita Hernandez		(973) 465- 4910				

	Point of Contact:
Name:	
Title:	
Phone:	
Email:	
Signature:	
Date:	

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

Dawn Haynes