

Item IX., Academic and Student Affairs
Attachment I
Resolution 1

CONTRACT of AGREEMENT
BETWEEN
HCCC CE and Classroom Au Pair, LLC

This agreement is hereby entered into as of this __1__ day of February, 2023, between Hudson County Community College, Continuing Education, of 161 Newkirk Street, Jersey City, NJ 07306, hereinafter "**HCCC**", and Classroom Au Pair, LLC, of 112 Newel Street, # 1, Brooklyn, NY 11222, hereinafter "**Classroom Au Pair.**" The purpose of this agreement is to set the basic terms of a joint venture between the parties.

WHEREAS: The purpose of this agreement is to set the basic terms of a joint venture between the parties.

WHEREAS: HCCC is an accredited, educational institution in good standing with all applicable regulatory authorities and is engaged in the provision of educational services to the public.

WHEREAS: Classroom Au Pair is a Limited Liability Company validly formed and existing under the laws of the state of New York, and is engaged in the development and marketing of, and registration for, classes, courses and certificate programs for au pairs.

WHEREAS: Classroom Au Pair wishes to market classes to be held at HCCC's Continuing Education facilities with HCCC's faculty.

WHEREAS: HCCC wishes to obtain students for such classes it offers through Classroom Au Pair's platforms and to develop with Classroom Au Pair new classes and courses.

WHEREAS: Classroom Au Pair seeks to protect certain methods and coursework development information as confidential information.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

1. **Obligations.** The parties seek to establish certain obligations toward one other.

A. During the term of this agreement, the obligation of HCCC shall include, but not be limited to:

(a) HCCC shall provide classroom space for mutually agreed classes, offered by Classroom Au Pair and HCCC on at least one or more mutually designated weekends each month. All times shall be mutually agreed upon. Any scheduled class shall be canceled on any weekend for which HCCC is closed due to adverse weather, unforeseen conditions, HCCC's

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academic calendar, or otherwise.

- (b) HCCC shall be included in Classroom Au Pair marketing materials and advertising efforts. HCCC shall approve all marketing materials and advertising that includes or references HCCC.
- (c) HCCC shall work with Classroom Au Pair to explore new and expanded au pair programming.
- (d) HCCC shall promote Classroom Au Pair classes on HCCC website and provide a link to classroomaupair.org for students to register.
- (e) HCCC shall allow active students enrolled by and through Classroom Au Pair to obtain an HCCC student ID.
- (f) HCCC shall protect Classroom Au Pair's confidential information.

B. During the term of this agreement, the obligations of Classroom Au Pair shall include:

- (a) Promoting Classroom Au Pair courses offered by HCCC to au pairs, on social media, classroomaupair.org and through target emailing.
- (b) Sharing addresses, phone numbers, email addresses, birth dates, and first and last names of all students registered for HCCC classes through classroomaupair.org.
- (c) Distributing HCCC assessments to students to obtain information about their program interests.
- (d) Working with HCCC to explore new and expanded programming.

2. Tuition and Registration:

- (a) Classroom Au Pair shall receive all student registration and tuition payments for such au pair classes offered via classroomaupair.org. After the class or course has completed, Classroom Au Pair shall pay to HCCC the entire collected revenue (i.e., nothing withheld) within thirty (30) days, together with a detailed expense sheet noting expenses incurred related to the marketing materials and efforts for the class or course.
- (b) Following receipt of the funds referenced in subparagraph 2 (a), and deduction of all programming expenses, HCCC shall within thirty (30) business days pay to Classroom Au Pair 50% of the remaining balance (that is profit.)
- (c) The parties shall disclose and account for the prior month's expenses within 30 days of the end of the prior month, providing to each other an expense

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sheet noting expenses incurred related to the destination classes, the marketing materials, efforts for the class or course, and any other reasonable expenses incurred. Specifically:

- (i) Classroom Au Pair's expenses will include tour guide fees, activity fees and other fees associated with in-person destination classes, marketing materials and marketing efforts, except insofar as the same are above ordinary measures and specifically tailored for the particular class or course. Classroom Au Pair's expenses shall not include costs associated with running Classroom Au Pair, LLC and/or maintaining the classroomaupair.org website. ("Classroom Au Pair's Programing Expenses").
- (ii) HCCC's programming expenses shall include instructor and teaching fees, actual printing cost for any required class material and any other mutually agreed program related expenses. HCCC's expenses shall NOT include any facility costs such as usage of classroom or utilities. ("HCCC's Programing Expenses").

(d) The parties agree that Classroom Au Pair's registration fees received from students at time of registration shall be retained by Classroom Au Pair, and shall not be included in the calculation of net profits. Classroom Au Pair need not share any registration fees collected from students with HCCC.

3. **Term.** The term of this Contract shall be February 1, 2023 through and including January 31, 2028. Each year of the agreement beyond the first year is subject to the appropriation, annually, of sufficient funds by HCCC to meet its obligations under this Agreement. The term may be extended by the parties by written agreement or amendment to this agreement.
4. **Registration and Attendance:** Classroom Au Pair will provide an Excel spreadsheet of the students registered for online Classroom Au Pair classes to HCCC the day before the start of class. For in-person classes the Excel spreadsheet will be provided four (4) days prior to the start of the class, and on the day of the class in the case of late registrations. The instructor will take attendance and submit a final report via email to Classroom Au Pair.
5. **Instructors:** Instructors will be hired and paid by HCCC. Instructors are required to teach the entire "in class" portion of the class, provide pre-assignments, discuss the pre-assignments in class or provide written feedback to the students, provide follow-up assignments and provide written feedback on the follow-up assignments. Nothing set forth herein shall require an instructor to provide in-person teaching to students in a

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classroom setting if the class is offered remotely.

6. **Course Completion Certificates:** HCCC will provide Classroom Au Pair with a - (pdf) Course Completion certificate template (with the Dean's signature and HCCC logo), which Classroom Au Pair will distribute to students after they fully complete the course.

7. **Student Cancellation and Refund:** Classroom Au Pair will refund students the payment of classes, which are canceled prior to commencement. In such circumstance, Classroom Au Pair will not owe or pay HCCC anything for such canceled classes. Students who have a medical emergency and provide a doctor's note, and are thus unable to attend class, shall be refunded the tuition fee, provided they do so before the commencement of classes. In the case that the student, after or during the run of class, provides doctor's note evidencing a medical emergency accruing before or during the class date, Classroom Au Pair shall issue a prorated refund to the affected student based on the date of the medical emergency's accrual and whether and how many classes the affected student actually did attend. Students who unexpectedly leave the au pair program due to circumstances beyond the students' control, may be entitled to a full or prorated refund on a case-by-case basis. If a refund must be paid after Class Au Pair shall have paid over the net tuition to HCCC, the refund shall be fronted by Class Au Pair and Classroom Au Pair shall be entitled to withhold from transfer a compensating amount from future tuition.

8. **Possible Cancellation.** Both parties will mutually agree upon a breakeven enrollment number and dates when to push back and/ or cancel the class if necessary.

9. **Confidential Information.** The parties shall retain strict confidentiality over the terms and the transaction addressed in this document and regarding negotiations of the Agreement ("Confidential Information") to the extent permitted by law, and defined below. The Parties shall limit disclosure of Confidential Information to its managing members and overseers and select key employees substantially assigned to the negotiations and the transaction contemplated, as well as anyone who reasonably needs to know of the Confidential Employees in connection with the Agreement, as well as legal counsel and/or accountants. Parties acknowledge and understand that the improper use or disclosure of the Confidential Information may cause irreparable harm to the Parties, for which remedies at law may not be adequate and may also cause Parties to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages. For purposes of this Document, Confidential Information includes, but

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is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to the business of Classroom Au Pair, its products and development of coursework and materials, ways and methods of teaching and presentation of material, education material, proprietary information and documents, and its dealing with HCCC, including but not limited to, forms, methods, coursework preparation, all documents, agreements, contracts, pro forma invoices, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, technical data and information, drawings, test methods, inspection procedures, quality assurance, final end user product information, records, financial information, accounting information, accounting records, legal information, marketing information, pricing information, resulting documents, credit information, product information, reports, sales information, revenue, costs, notes, communications, all documents derived from the foregoing, the within document, documents produced and exchanged by the parties, or documents that the parties identify or designate as Confidential Information, to the extent any of which can reasonably be considered confidential information. The Parties understand that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used and which reasonably can be considered confidential. The Parties understand and acknowledge that their obligations under this Document regarding any particular Confidential Information begin immediately upon signing of this Document and shall continue until such time as such Confidential Information is released by the Parties other than as a result of a Party's breach of this Document or breach by those acting in concert with the Party or on its behalf. Should any Party receive a subpoena affecting Confidential Information, they shall provide notice via Certified Mail RRR, or by recognized overnight delivery carrier, copy via email to the other Party to permit the other Party to, if it so chooses, file a motion to quash the subpoena at that Party's sole expense. The Parties acknowledge that the improper use or disclosure of the Confidential Information may cause irreparable harm to the Parties for which remedies at law will not be adequate. In the event of a breach by any Party of any of the provisions of this Document, the non-breaching Party hereby consents and agrees that the non-breaching Party shall be entitled to seek, in addition to other available remedies, a temporary, preliminary, or permanent injunction or other equitable relief from a court of competent jurisdiction as designated herein. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. HCCC also agrees

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not to attempt, directly or indirectly, to enter into a business relationship of any kind with customers, distributors or employees or agents of Classroom Au Pair, or through an affiliate to seek to circumvent the specific information and coursework subject matter contemplated in this transaction. The provisions of this paragraph shall survive the termination. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) was independently developed by the Receiving Party, or (e) is required to be disclosed pursuant to applicable law, including, without limitation, New Jersey's Open Public Records Act, or by order or requirement of any judicial or governmental authority.

10. **Indemnification.** Each Party agrees to defend (with counsel of the Indemnifying Party's choosing) indemnify and save the other Party (including its principals, agents and employees) harmless from and against any and all third-party claims, demands, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property to the extent arising from or attributable to the Indemnifying Party's negligence, breach of contract, or failure to comply with law... The provisions of this paragraph shall survive the termination.
11. **Force Majeure.** Neither Party shall be liable or responsible, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of that Party, including, without limitation: (a) acts of God, pandemics or epidemics; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; or (i) any other circumstance beyond the reasonable control of that Party.
12. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business

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hours of the recipient and receipt of the email is confirmed, and on the next business day if sent after normal business hours of the recipient and receipt of the email is confirmed. Such communications may be sent to the addresses as specified on the first page herein. Notices may also be given by email (which shall constitute written notice) to the email addresses of the other party/ies, and such email notice shall be deemed to have been given when sent. Email notices are to be confirmed by Certified Mail RRR to be effective.

13. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein.
14. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
15. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
16. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
17. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Termination.** The parties may terminate the Agreement on consent. Should any party fail to comply with the terms of this Agreement, the non-defaulting party must issue a notice to cure to the allegedly defaulting party. The allegedly defaulting party shall have 30 days to cure any noncompliance or default. Should the allegedly defaulting party fail to cure noncompliance or default within the time permitted herein, the non-defaulting party may terminate the Agreement. Should the Agreement be duly terminated, the parties will spend the next 90 days winding down their business and will account for the remaining payments.

Classroom Au Pair agrees to comply with the Mandatory Equal Employment Opportunity Language annexed hereto.

Notwithstanding anything in the Agreement to the contrary, pursuant to N.J.A.C. 17:44-2.2, Classroom Au Pair agrees to maintain and have available for audit and inspection, all books, records and documents pertaining to the services provided under this Agreement and shall agree to retain all such books, records and documents for a period of five years from the date of final payment. Classroom Au Pair agrees to provide copies of all requested documents to HCCC and the New Jersey State Comptroller upon request

20. The foregoing constitutes the full agreement of the parties hereto. The persons signing below are duly authorized by the entity they represent to enter into this agreement and to bind their respective entities.

In Witness Whereof, they have signed below as of the date first recited above.

For Classroom Au Pair, LLC:

For HCCC CE:

Agnetha Brandin Kielbiowski, *Member*

Lori Margolin
Position:

**Agreement Between
Hudson County Community College
and
New Jersey Reentry Corporation
January 1, 2023- December 31, 2023**

This Agreement effective as of January 1, 2023 is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306 and the New Jersey Reentry Corporation (NJRC) with offices located at 195 Campus Drive Kearny, New Jersey 07032. (HCCC and NJRC are each individually a “party” and collectively “parties”)

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

Description

HCCC and the NJRC have established a partnership to provide virtual GED preparation statewide for NJRC clients. This training is in addition to the provision of instruction by HCCC faculty in credit-bearing degree and certificate programs and the provision of Continuing Education and Workforce Development (CEWD) courses and programs at the NJRC Kearny Training and Employment Center located at 195 Campus Drive, Kearny, NJ 07032.

I. Purpose and Goals

The primary objective of the Agreement for Partnership is to establish a partnership whereby HCCC agrees to provide a virtual GED program for NJRC clients statewide. The instruction will be offered through GEDWorks™ and supported by an HCCC Student Success Coach. The cost for the program for 51 students will be \$22,849.

II. Institutional Responsibilities

1. HCCC will procure GEDWorks™ and identify a Student Success Coach. The GED preparation program will be delivered virtually.
2. NJRC will identify students to enroll in the GED preparation program. Students must attend an in-person session prior to beginning the GED preparation program conducted by HCCC. Initial recruitment is the purview of the NJRC.
3. NJRC must provide contact information for all students who will enroll in the GED preparation program.
4. HCCC will arrange with NJRC for the administration of the CASAS Test (or a comparable test), to determine literacy levels prior to enrollment in the GED preparation course.
5. GEDWorks™ licenses are not refundable or transferrable.
6. HCCC and NJRC are authorized to exchange pertinent student information, which information shall be kept confidential except as necessary to comply with the requirements of this Agreement .

7. NJRC shall be responsible for its actions as well as the actions of its members and anyone taking classes. NJRC agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or NJRC client interaction.
8. During the term of this Agreement, each institution hereby grants to the other institution a non-exclusive and non-transferable right, to use and display the other institution's name and/or logos in print publications in connection with the promotion and implementation of this Agreement. All promotional and/or marketing materials created or used by either institution will be pre-approved by the other institution prior to dissemination; such approval not to be unreasonably withheld.
9. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

III. Payment

1. NJRC shall be responsible for providing payment for the program. Payment of the full \$22,849 is due upon signing of the agreement.

I. Responsibilities of Parties

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

II. Dispute Resolution

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

III. Governing Law

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

IV. Assignment

The rights of HCCC or the NJRC under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

V. Notices

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

As to NJRC:

NJRC
195 Campus Drive
Kearny, New Jersey 07032
Attention: Robert Carter, Director of Operations
cc: Rahat A. Chatha, General Counsel
New Jersey Reentry Corporation
591 Summit Avenue, Suite 605B
Jersey City, NJ 07306

As to the College:

Hudson County Community College
26 Journal Square
Jersey City, New Jersey 07306
Attention: Jeff Roberson, Director of Contracts and Procurement

VI. Provisions and Amendments

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

VII. Agreement Review

The term of this Agreement shall be for three years, from January 1, 2023 through December 31, 2023. HCCC will notify NJRC of curricular changes upon institutional approval. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

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

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

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party.

VIII. General Provisions:

- a. Neither party shall have the right to assign this agreement without the prior written consent of the other party.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.
- e. The parties may execute this agreement in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

X. Signatures

New Jersey Reentry Corporation

Hudson County Community College

By: _____
Governor James McGreevey, Chairman

By: _____
Dr. Christopher M. Reber, President

Date

Date

**MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE – JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

The Parties to this Memorandum of Understanding (MOU) are:

- County of Hudson Department of Health & Human Services Office of Inclusion and Accessibility (County, Lead Coordinator)
- Hudson County Community College – Journal Square Campus (Host Business)
- New Jersey Division of Vocational Rehabilitation Services (NJDVRS)
- North Jersey Friendship House (Community Rehabilitation Provider)

Each of which may be hereinafter referred as the “Party” or “Partner” and collectively as the “Parties” or “Partners”

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create an Adult Project SEARCH Transition program at the Hudson County Community College - Journal Square Campus for student interns with developmental disabilities, and to foster and facilitate the acquisition of competitive employment by the participants as they complete their internships within the organization. The goal of the program is for each student to participate in a variety of internships and to obtain employment in the community. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase training and employment opportunities for students with disabilities. The program will be titled “Hudson County Community College - Journal Square Campus Project SEARCH”. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Hudson County Department of Health & Human Services Office of Inclusion and Accessibility will:

- Act as local Lead Coordinator of, and provide leadership to, the Hudson County Community College – Journal Square Campus Project SEARCH program
- Assist with problem solving and liaise with all Parties
- Assist with intern recruitment including:
 - Marketing to school districts and community agencies
 - Hosting information sessions for families, businesses, schools and agencies
- Work with Partners to customize application, determine timelines, prepare rubrics, etc.
- Help educate the community on disability issues
- Communicate with Partners on a regular basis
- Provide administrative support

- Work with all Partners to coordinate regular meetings to discuss and evaluate program progress
- Plan, implement, and Chair Project SEARCH Advisory Committee meetings, on a minimum quarterly basis, for strategic planning and continuous improvement
- Assist with the coordination of Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Work with Partners to provide internal and external marketing for business and community such as website information, interviews, articles, community presentations, and the development of marketing materials, etc.
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity

B. Hudson County Community College – Journal Square Campus will:

- As negotiated between Parties, provide classroom space with:
 - Mobile tables (two-student desks) and chairs for up to eight (8) interns and two (2) job coaches
 - Space for staff and interns to hang coats, backpacks, etc.
 - Locking file cabinet for student files
 - Digital projection display (screen, monitor, or TV) and white board for instructional purposes
 - Full length mirror
 - Telephone
 - Access to a copier
 - Practice employee card swipe time clock (non-reporting)
 - Organizational email accounts for staff and interns
 - Organizational network access for on-site staff laptops or iPads
- Provide a business liaison who is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules
- Work with Project SEARCH staff to develop a minimum of three (3) internship opportunities for each student up to twelve (12) students between 21-30 years of age and a point of contact/peer mentor at each site for the purpose of teaching competitive, marketable skills to the program participants
- Assist with disability awareness and education to internship departments
- Facilitate the on-boarding process (including but not limited to background checks and physical examinations) for Project SEARCH staff and interns
- Facilitate job analysis of those sites for the Project SEARCH staff

- Provide access to internal hiring opportunities, write letters of recommendation, and advocate for hiring in open positions for interns when appropriate
- Provide ID badges for Project SEARCH staff and Interns and free parking access for Project SEARCH staff (when applicable)
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations
- Assist with hosting tours and events to promote and market the program within the host business and in the community such as student orientation, open house, information night, graduation, etc.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise
- Participate in establishing student eligibility guidelines, selection of students, and interviewing process for program as a participating member of the Advisory Committee

C. New Jersey Division of Vocational Rehabilitation Services (NJ DVRS) will:

- Provide funding support for at least one full-time (12-month) job coach and one part-time job developer to support student participants in the Hudson County Community College – Journal Square Campus Project SEARCH Program
- Provide expertise and assistance in adaptations and job accommodations
- Provide at least one vocational rehabilitation counselor from the Hudson County DVRS to:
 - Receive referrals and determine eligibility
 - Assist in establishing student eligibility guidelines and selection students for the program
 - Provide input to Partners for the intern career goal
 - Participate as a member of the Advisory Committee
 - Participate in intern employment planning meetings
 - Coordinate other supports and services as necessary to reach career goal
 - Produce necessary reports and data collection for Project SEARCH team members including documentation to meet Milestone system goals
- Attend Advisory Committee meetings to discuss and evaluate program progress
- Assist with public relation activities to promote Project SEARCH

D. North Jersey Friendship House will:

- Provide a supervisor to assist with the program coordination, planning, and implementation efforts, and ensure that the program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program
- Provide two (2) Skills Trainers (Job Coaches) to work with students on work sites throughout the host business

- Ensure that each student submits the Hudson County Waiver and Release of Liability Form and forward it to the Lead Coordinator.
- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses
- Assist in the development of intern work sites, coordinate and monitor intern activities.
- Work with Human Resources Staff at the host business to examine existing open positions and determine their applicability for people with disabilities and PS student interns; and predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business
- Provide travel training for students to and from the host business site through contracted services with the New Jersey Division of Vocational and Rehabilitation Services (DVRS) and/or New Jersey Division of Developmental Disabilities (DDD).
- Assist with classroom set-up, curriculum development and work site rotation planning
- Assist with student recruitment activities
- Assist in establishing student eligibility guidelines and select students for the program as a participating member of the Advisory Committee
- Provide expertise in adaptations and accommodations, and implement as necessary
- Work with the New Jersey Division of Vocational and Rehabilitation Services (DVRS) and New Jersey Division of Developmental Disabilities (DDD) to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development
- Coordinate student meetings among student interns, parents, DVRS counselor, DDD, support coordinator and other applicable partners to discuss and evaluate student progress each four to six weeks.
- Coordinate monthly meetings to discuss intern progress, if needed. Invite family and all team members
- Collect data on student outcomes and report to all partners as well as the Project SEARCH data base. Produces necessary reports and data collection for Project SEARCH team members
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.
- Provide education and training to host business employees regarding supporting people with disabilities in the workplace as necessary
- Attend regular meetings with team members from the Parties to this MOU to discuss and evaluate program progress

- Assist with public relation activities to promote the Project SEARCH program
- Produce necessary reports and data collection for Project SEARCH team members

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide up to three (3) unpaid internship opportunities for student interns with intellectual and developmental disabilities and job placement to students that complete the program.
- The Advisory Committee will meet monthly to evaluate program status, address issues and work towards continuous improvement.
- Develop internship sites that teach marketable, competitive skills and transfer to open jobs in the community as evidenced by 85% or greater placement of the program completers.
- Collect data on student outcomes including jobs, wages, hours worked per week, benefits received and report to local stakeholders as well as the Project SEARCH data base.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Adherence to State and Federal Child Labor Laws:

Consistent with the New Jersey Department of Education administrative code, *N.J.A.C. 6A:19-4*, Structured Learning Experiences:

- (1) All structured learning experiences shall adhere to applicable State and Federal Child Labor Laws and other regulations of the Federal and State Departments of Education and Labor, (*NJAC 6A:19-4.1(c)*).
- (2) Hudson County Project SEARCH will provide the appropriate student supervision through the Jersey City Board of Education employees and/or employees of Goodwill Industries of Greater New York and Northern New Jersey. (*N.J.A.C. 6A:19-4.1(b)*).
- (3) The student will be placed in training sites deemed non-hazardous, (*N.J.A.C. 6A:19-4.1(c)*).
- (4) The student will be supervised by the appropriately licensed teacher or other designated District employee holding the appropriate license, (*N.J.A.C. 6A:19-4.3*)
- (5) The District will maintain the student's records reflecting the unpaid, career orientation structured learning experience, (*N.J.A.C. 6A:19-4.1(d)*).

Consistent with the New Jersey Department of Labor and Workforce Development Child Labor Regulations, *N.J.A.C. 12:56-18.2*, School-to-Work Programs, it is understood that an unpaid structured learning experience taking place at a work site must include all of the following elements to be consistent with a "learning experience" and not be considered "employment." We agree to ensure that the structured learning experience meets the following regulatory requirements:

- (1) The student(s) shall be at least 16 years of age;
- (2) The SLE activities must be related to a formal training plan for each student;

- (3) There is collaboration and planning between worksite staff and Jersey City Public School staff resulting in clearly identified learning objectives related to the activities that will be contained in the student training plans;
- (4) Any productive work is incidental to the student(s) achieving the planned learning objectives;
- (5) The student(s) is (are) expected to achieve the learning objectives and will receive a grade/credit for time spent at the worksite;
- (6) The student(s) is (are) supervised by an appropriately licensed school official and a workplace mentor;
- (7) The unpaid SLE is of a limited duration, related to an educational purpose and there is no guarantee or expectation that the activity will result in employment; *and*
- (8) The student(s) does (do) not replace an employee.

V. Period of Agreement:

The effective date of this Agreement will be September 1, 2022 to August 31, 2023.

VI. Limitation of Agreement:

It is understood among the parties that this Agreement is not a contract and is not binding.

VI. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Application of New Jersey Law. This agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey including, but not limited to, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*) and the New Jersey Torts Claim Act (N.J.S.A. 59:1-1 *et seq.*).

Any notice under this Agreement shall be in writing and sent by overnight mail or certified mail, return receipt requested to all Parties here within.

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: COUNTY OF HUDSON

Abraham Antun, County Administrator
Hudson County Government

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS

Lori Margolin, Associate VP of Continuing Education & Workforce Development Date
Hudson County Community College

**MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE – NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

The Parties to this Memorandum of Understanding (MOU) are:

- County of Hudson Department of Health & Human Services Office of Inclusion and Accessibility (County, Lead Coordinator)
- Hudson County Community College – North Hudson Campus (Host Business)
- New Jersey Division of Vocational Rehabilitation Services (NJDVRS)
- Hudson Community Enterprises, Inc. (Community Rehabilitation Provider)

Each of which may be hereinafter referred as the “Party” or “Partner” and collectively as the “Parties” or “Partners”

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create an Adult Project SEARCH Transition program at the Hudson County Community College - North Hudson Campus for student interns with developmental disabilities, and to foster and facilitate the acquisition of competitive employment by the participants as they complete their internships within the organization. The goal of the program is for each student to participate in a variety of internships and to obtain employment in the community. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase training and employment opportunities for students with disabilities. The program will be titled “Hudson County Community College - North Hudson Campus Project SEARCH”. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Hudson County Department of Health & Human Services Office of Inclusion and Accessibility will:

- Act as local Lead Coordinator of, and provide leadership to, the Hudson County Community College – North Hudson Campus Project SEARCH program
- Provide a Skills Trainer (Job Coach) to work with students on work sites throughout the host business through an agreement or contract that will not exceed \$55,000.00 with Hudson Community Enterprises for a period of October 1, 2022 – June 30, 2023, which will coincide with the Inclusive Healthy Communities (IHC) grant.
- Assist with problem solving and liaise with all Parties
- Assist with intern recruitment including:
 - Marketing to school districts and community agencies
 - Hosting information sessions for families, businesses, schools and agencies
- Work with Partners to customize application, determine timelines, prepare rubrics, etc.

- Help educate the community on disability issues
- Communicate with Partners on a regular basis
- Provide administrative support
- Work with all Partners to coordinate regular meetings to discuss and evaluate program progress
- Plan, implement, and Chair Project SEARCH Advisory Committee meetings, on a minimum quarterly basis, for strategic planning and continuous improvement
- Assist with the coordination of Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Work with Partners to provide internal and external marketing for business and community such as website information, interviews, articles, community presentations, and the development of marketing materials, etc.
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity

B. Hudson County Community College – North Hudson Campus will:

- As negotiated between Parties, provide classroom space with:
 - Mobile tables (two-student desks) and chairs for up to eight (8) interns and two (2) job coaches
 - Space for staff and interns to hang coats, backpacks, etc.
 - Locking file cabinet for student files
 - Digital projection display (screen, monitor, or TV) and white board for instructional purposes
 - Full length mirror
 - Telephone
 - Access to a copier
 - Practice employee card swipe time clock (non-reporting)
 - Organizational email accounts for staff and interns
 - Organizational network access for on-site staff laptops or iPads
- Provide a business liaison who is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules
- Work with Project SEARCH staff to develop a minimum of three (3) internship opportunities for each student up to eight (8) students between 18-21 years of age and a point of contact/peer mentor at each site for the purpose of teaching competitive, marketable skills to the program participants
- Assist with disability awareness and education to internship departments

- Facilitate the on-boarding process (including but not limited to background checks and physical examinations) for Project SEARCH staff and interns
- Facilitate job analysis of those sites for the Project SEARCH staff
- Provide access to internal hiring opportunities, write letters of recommendation, and advocate for hiring in open positions for interns when appropriate
- Provide ID badges for Project SEARCH staff and Interns and free parking access for Project SEARCH staff (when applicable)
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations
- Assist with hosting tours and events to promote and market the program within the host business and in the community such as student orientation, open house, information night, graduation, etc.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise
- Participate in establishing student eligibility guidelines, selection of students, and interviewing process for program as a participating member of the Advisory Committee

C. New Jersey Division of Vocational Rehabilitation Services (NJ DVRS) will:

- Provide funding support for at least one full-time (12-month) job coach and one part-time job developer to support student participants in the Hudson County Community College – North Hudson Campus Project SEARCH Program
- Provide expertise and assistance in adaptations and job accommodations
- Provide at least one vocational rehabilitation counselor from the Hudson County DVRS to:
 - Receive referrals and determine eligibility
 - Assist in establishing student eligibility guidelines and selection students for the program
 - Provide input to Partners for the intern career goal
 - Participate as a member of the Advisory Committee
 - Participate in intern employment planning meetings
 - Coordinate other supports and services as necessary to reach career goal
 - Produce necessary reports and data collection for Project SEARCH team members including documentation to meet Milestone system goals
- Attend Advisory Committee meetings to discuss and evaluate program progress
- Assist with public relation activities to promote Project SEARCH

D. Hudson Community Enterprises, Inc. will:

- Provide a supervisor to assist with the program coordination, planning, and implementation efforts, and ensure that the program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program
- Provide a Skills Trainer (Job Coach) to work with students on work sites throughout the host business
- Ensure that each student submits the Hudson County Waiver and Release of Liability Form and forward it to the Lead Coordinator.
- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses
- Assist in the development of intern work sites, coordinate and monitor intern activities.
- Work with Human Resources Staff at the host business to examine existing open positions and determine their applicability for people with disabilities and PS student interns; and predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business
- Provide travel training for students to and from the host business site through contracted services with the New Jersey Division of Vocational and Rehabilitation Services (DVRS).
- Assist with classroom set-up, curriculum development and work site rotation planning
- Assist with student recruitment activities
- Assist in establishing student eligibility guidelines and select students for the program as a participating member of the Advisory Committee
- Provide expertise in adaptations and accommodations, and implement as necessary
- Work with Division of Vocational and Rehabilitation Services (DVRS) to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development
- Coordinate student meetings among student interns, parents, DVRS counselor, DDD, support coordinator and other applicable partners to discuss and evaluate student progress each four to six weeks.
- Coordinate monthly meetings to discuss intern progress, if needed. Invite family and all team members
- Collect data on student outcomes and report to all partners as well as the Project SEARCH data base. Produces necessary reports and data collection for Project SEARCH team members
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

- Provide education and training to host business employees regarding supporting people with disabilities in the workplace as necessary
- Attend regular meetings with team members from the Parties to this MOU to discuss and evaluate program progress
- Assist with public relation activities to promote the Project SEARCH program
- Produce necessary reports and data collection for Project SEARCH team members

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide up to three (3) unpaid internship opportunities for student interns with intellectual and developmental disabilities and job placement to students that complete the program.
- The Advisory Committee will meet monthly to evaluate program status, address issues and work towards continuous improvement.
- Develop internship sites that teach marketable, competitive skills and transfer to open jobs in the community as evidenced by 85% or greater placement of the program completers.
- Collect data on student outcomes including jobs, wages, hours worked per week, benefits received and report to local stakeholders as well as the Project SEARCH data base.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Adherence to State and Federal Child Labor Laws:

Consistent with the New Jersey Department of Education administrative code, *N.J.A.C. 6A:19-4*, Structured Learning Experiences:

- (1) All structured learning experiences shall adhere to applicable State and Federal Child Labor Laws and other regulations of the Federal and State Departments of Education and Labor, (*NJAC 6A:19-4.1(c)*).
- (2) Hudson County Project SEARCH will provide the appropriate student supervision through the Jersey City Board of Education employees and/or employees of Goodwill Industries of Greater New York and Northern New Jersey. (*N.J.A.C. 6A:19-4.1(b)*).
- (3) The student will be placed in training sites deemed non-hazardous, (*N.J.A.C. 6A:19-4.1(c)*).
- (4) The student will be supervised by the appropriately licensed teacher or other designated District employee holding the appropriate license, (*N.J.A.C. 6A:19-4.3*)
- (5) The District will maintain the student's records reflecting the unpaid, career orientation structured learning experience, (*N.J.A.C. 6A:19-4.1(d)*).

Consistent with the New Jersey Department of Labor and Workforce Development Child Labor Regulations, *N.J.A.C. 12:56-18.2*, School-to-Work Programs, it is understood that an unpaid structured learning experience taking place at a work site must include all of the following elements

to be consistent with a “learning experience” and not be considered “employment.” We agree to ensure that the structured learning experience meets the following regulatory requirements:

- (1) The student(s) shall be at least 16 years of age;
- (2) The SLE activities must be related to a formal training plan for each student;
- (3) There is collaboration and planning between worksite staff and Jersey City Public School staff resulting in clearly identified learning objectives related to the activities that will be contained in the student training plans;
- (4) Any productive work is incidental to the student(s) achieving the planned learning objectives;
- (5) The student(s) is (are) expected to achieve the learning objectives and will receive a grade/credit for time spent at the worksite;
- (6) The student(s) is (are) supervised by an appropriately licensed school official and a workplace mentor;
- (7) The unpaid SLE is of a limited duration, related to an educational purpose and there is no guarantee or expectation that the activity will result in employment; *and*
- (8) The student(s) does (do) not replace an employee.

V. Period of Agreement:

The effective date of this Agreement will be September 1, 2022 to August 31, 2023.

VI. Limitation of Agreement:

It is understood among the parties that this Agreement is not a contract and is not binding.

VI. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Application of New Jersey Law. This agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey including, but not limited to, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*) and the New Jersey Torts Claim Act (N.J.S.A. 59:1-1 *et seq.*).

Any notice under this Agreement shall be in writing and sent by overnight mail or certified mail, return receipt requested to all Parties here within.

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: COUNTY OF HUDSON

Abraham Antun, County Administrator
Hudson County Government

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS

Joseph Caniglia, Executive Director
Hudson County Community College – North Hudson Campus

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COMMUNITY ENTERPRISES, INC.

Joseph F. Brown, President
Hudson Community Enterprises, Inc.

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: NORTH JERSEY FRIENDSHIP HOUSE

Mala Spivack, Executive Director of Autism Services
North Jersey Friendship House

Date



MEMORANDUM OF UNDERSTANDING

January 1, 2023 – December 31, 2023

The Memorandum of Understanding (“MOU”) is made between Hudson County Community College (“HCCC”), a New Jersey nonprofit organization with offices located at 70 Sip Avenue, Jersey City, New Jersey, and Kush Klub NJ, a [insert entity information and applicable state], with offices located at [INSERT ADDRESS] (collectively, the HCCC and Kush Klub NJ shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

The purpose of this MOU is for HCCC and Kush Klub NJ to work together to mutually support each organization’s mission. HCCC and Kush Klub NJ will work collaboratively to support students and community residents in Hudson County by providing internships, employment opportunities, workshops, training programs, scholarships, and events. HCCC will work with staff, students, faculty, and partners to support these initiatives. Kush Klub NJ, will work with management, ownership, staff, and other partners to support these initiatives. Both HCCC and Kush Klub, will share resources to support the Hudson County community.

2. Roles and Responsibilities

During the term of this MOU, and any renewals or extensions thereof, it is agreed that the following will be the roles and responsibilities of the Parties.

Kush Klub NJ

- a. Work collaboratively with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, within 60 days of retail store opening.

- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Use Kush Klub NJ's resources, financial and otherwise, to promote HCCC Cannabis programs.
- e. Contribute a Cannabis Scholarship Fund for students from Hudson County of a minimum of \$10,000 each year.

HCCC

- a. Work collaboratively to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Offer cannabis education and training programs for students to prepare them for work.
- c. Partner with Kush Klub NJ, to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs and events, and events.

3. Term

The term of this agreement is for the period January 1, 2023 – December 31, 2023. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective and students then participating in internships/externships shall continue their respective internship/externship until the termination becomes effective.

4. Each Party Responsible for their own Actions

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible.

5. Fees/Costs

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs shall be reduced to writing and signed by the parties as an amendment to this Agreement.

6. Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the

parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative.

7. Choice of Law/Dispute Resolution

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey’s conflicts of laws rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

8. Affirmative Action

As applicable, Kush Klub NJ agrees to comply with the requirements of New Jersey’s Mandatory Equal Employment Opportunity Language, a copy of which is annexed hereto.

9. Records Retention

Pursuant to N.J.A.C. 17:44-2.2, Kush Klub NJ shall maintain all documentation related to products, transactions or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

Agreed to as of the dates set forth below:

Name
Title
Kush Klub NJ

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum", "MOU" or "Agreement") is made on December 07, 2022, by and between Hudson County Community College, Continuing Education, of 161 Newkirk St, Jersey City, New Jersey 07306 (hereinafter referred to as "HCCC CE") and Jessica F. Gonzalez, Esq., of 254 Sherman Avenue, #2, Jersey City, New Jersey 07307 (hereinafter referred to as "Jessica F. Gonzalez") for the purpose of achieving the various aims and objectives relating to the NJ Cannabis Licensing Workshop Dec 2022 (the "Project").

WHEREAS HCCC CE and Jessica F. Gonzalez desire to enter into an agreement in which HCCC CE and Jessica F. Gonzalez will work together to complete the Project;

AND WHEREAS HCCC CE and Jessica F. Gonzalez are desirous to enter into a Memorandum of Understanding between them, setting out the terms and conditions that each of the parties agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the terms and conditions for Jessica F. Gonzalez's duties and responsibilities in connection with the NJ Cannabis Licensing Workshop Dec 2022.

Obligations of the Parties

The Parties agree to work together to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Obligations of the Parties

The activities and services for the Project shall include:

a. Obligations of HCCC CE:

Payment of compensation to Jessica F. Gonzalez in accordance with the requirements of this MOU.

b. Services to be rendered by Jessica F. Gonzalez include:

The scope of work for the March 2023 NJ Cannabis Licensing Workshop includes:

- a. Prepare and develop workshop materials and lectures.
- b. Communicate with and support workshop students with questions relating to the workshop via email.
- c. Prepare weekly correspondence to students with notes, PowerPoints, and current events.
- d. Teach workshop 2 days/week, 1.5 hours/day for 4 weeks.

Term

The arrangements made by the Parties by this Memorandum shall remain in place from December 7, 2022 until April 30, 2023. The term can be extended only by the written agreement of the Parties.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of New Jersey, without regard to New Jersey’s conflicts of laws rules or provisions.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

- a. Each Party will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals, so long as same does not interfere with a Party’s obligations under this MOU.
- c. Each Party will cooperate with each other in the development of the Project.

Intending to be bound, the Party’s set fort their signatures as of the dates set forth below. This Agreement will become effective as of the date set forth in the Preamble to this Agreement.

By: _____

Date: _____

Hudson County Community College,

By: _____

Date: _____

Jessica F. Gonzalez, Esq.
Jessica F. Gonzalez, Esq., its _____

College of Agreement Initiation: LIM College

Sending College: Hudson County Community College

Degree: AS Business Administration- Cannabis Studies

Receiving College: LIM College

Programs: BBA (Bachelor of Business Administration) – Business of Cannabis

LIM College (also referred to as “Lim”) and Hudson County Community College (“HCCC”) have entered into this Articulation Agreement for the transfer of credits to benefit those students who wish to pursue a degree at LIM College in the BBA – Business of Cannabis.

Articulation Agreement

LIM College and HCCC agree to the following:

- LIM College and HCCC will draft and maintain Transfer Guides, as an addendum to this agreement, which identify the transferring institution courses which satisfy direct, liberal art, or general/flex elective requirements at LIM College.
- Under this agreement, students who complete the courses listed on the Transfer Guide and earn their Associate’s degree will receive transfer credits for courses where a passing grade has been earned pursuant to the Transfer Guide. These credits will be applied for those courses that are required in the chosen program of study at LIM College.
- Students must meet the LIM College’s admissions and Bachelor’s degree requirements for the academic year in which they are admitted. Please refer to LIM College’s catalog for complete admissions and program requirements.
- Students are required to submit to LIM College an official transcript from HCCC in order to complete the transfer of applicable credit.
- LIM College and HCCC shall review and update the Transfer Guide as necessitated by curriculum changes by either party.

REVERSE TRANSFER

Although LIM College will encourage students to graduate from HCCC, some students choose to transfer early. Notwithstanding other requirements set forth herein, this transfer articulation agreement will be honored in the event students from HCCC transfer to LIM College prior to completion of their HCCC Associate’s degree, and subsequently obtain their Associate’s degree through HCCC’s reverse transfer process.

LIM College will work collaboratively with HCCC to communicate with students who have transferred from HCCC prior to Associate’s degree completion, so that the reverse transfer process can be activated.

SCHOLARSHIPS

LIM College in partnership with HCCC College, will create and award the LIM College/HCCC College Transfer Scholarship in an effort to encourage HCCC College students to earn their Associate’s degree credentials, facilitate transfer to the four-year institution, and support completion of the Bachelor’s degree at LIM College. These scholarships will also serve as marketing/recruitment tools for the receiving institution.

Eligibility for consideration for the LIM College/HCCC College Scholarships will have the following criteria:

1. Students must graduate from HCCC College with a minimum GPA of 2.0
2. Students MUST graduate with an Associate’s degree from HCCC College
3. Students must register at the receiving institution as full-time, matriculated students
4. The scholarships will be renewable, as long as students meet the following minimum requirements:

- a. Maintain a cumulative GPA of 2.0
- b. Maintain full-time matriculated status
- c. Maintain satisfactory academic progress towards a degree at the receiving institution

Domestic-undergraduate distance

Associate's Degree in:	UG Online Only	UG Partial Online/On-campus (1 semester- on campus)	UG Partial Online/On-campus (2 semesters- on campus)	UG On-campus only (4 semesters)
AS Business Administration- Cannabis Studies	BBA-Business of Cannabis	BBA-Business of Cannabis	BBA-Business of Cannabis	BBA-Business of Cannabis
Costs effective 2020-2021 * Note Online learning costs are set lower than on-campus	Tuition per credit: \$450 \$1350 per course \$5400 per semester (based on 12 credits) Estimated 65 credits to complete for a total cost of \$29,250	Tuition per credit (6 modules online): \$450 On-Campus Semester Tuition: \$9,000 Housing: \$7500 Total On-Campus Cost: \$16,500	Tuition per credit (4 modules online): \$450 On-campus final two semesters: \$18,000 Housing: \$15,000	Tuition Cost: \$18,000 annual Housing: \$15,000 annual
Scholarships	Award of \$130 per credit \$8450 over 65 credits	Award of \$130 per credit while online \$4967.50 for campus tuition \$1173 for housing Total Award: \$6140.50 for one semester	Award of \$130 per credit while online \$9935 for campus tuition \$2346 for housing Total Award: \$12,281 for two semesters	Total Award is \$12,281 per year \$24,562 over two years.

Confidentiality

Any information shared between the parties which by their nature should be reasonably understood by the receiving party as confidential or proprietary information shall remain confidential to the extent required by law.

Marketing

LIM College and HCCC will work together to promote this Agreement to the participants which may include on-site events and distribution of marketing materials. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other part pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

Termination and Modification

This Agreement is effective upon the date of the last signature and shall remain in effect for one year. Thereafter, this Agreement shall automatically renew for additional one-year term(s) unless either party provides thirty (30) days written notice prior to the end of the current term to the other party of its intent not to renew. In addition, either party may terminate this Agreement for any reason, or no reason, by providing a written notice to the other party, no less than 30 days before the start of the fall or spring semesters at LIM. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement, including the continued matriculation of students that are at the time presently enrolled in HCCC or LIM under the terms of this Agreement, shall survive the expiration/termination of this Agreement.

Independent Contractors

The parties intend that the relationship established between them pursuant to this Agreement shall be that of independent contractors. No agent, employee or servant of HCCC shall be deemed to be an employee, agent or servant of LIM. No agent, employee or servant of LIM shall be deemed to be an employee, agent or servant of HCCC. The manner and means of conducting the work hereunder are under the sole control of each party regarding each party's obligations. None of the benefits provided by LIM to its employees including worker's compensation insurance and unemployment insurance is available from LIM to HCCC's employees, agents or servants. None of the benefits provided by HCCC to its employees including worker's compensation insurance and unemployment insurance is available from HCCC to LIM's employees, agents or servants. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

Choice of Law/Venue

This agreement shall be governed by the laws of the State of New Jersey, regardless of New Jersey's conflicts of laws provisions or principles. All disputes between the parties arising out of, or relating to this Agreement, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, NJ.

Effective Date: Fall 2022

Agreement Accepted for LIM College
Name: Michael Londrigan
Title: Interim Provost
Date:
Signature:

Agreement Accepted for HCCC College
Name:
Title:
Date:
Signature:

Agreement Accepted for HCCC College
Name:
Title:
Date:
Signature:

Transfer Guide

Hudson County Community College to LIM College

Degree Program at Current Institution: AS, Business Administration- Cannabis Studies

Curriculum Year: 2022-2023

Course at Dallas College	Credit Amount	Course at LIM College	Credit Amount
CSS 100: College Student Success	1	LIMS 1000: First Year Experience	1
ACC 121: Principles of Accounting	3	ACCT 2700: Accounting	3
CSC 100: Introduction to Computers & Computing	3	TECH 9999: Business Technology Elective	3
ENG 101: College Composition I	3	ENGL 1100: English Composition I	3
ENG 112: Speech	3	COMM 1400: Communicating Across Cultures	3
CAN 101: Cannabis Compliance	3	CANN 2754: Regulatory issues-Cann. Industry	3
BUS 103: Introduction to Business	3	BUSN 9999: Business Elective	3
ENG 211: Business Communications	3	COMM 2025: Digital Culture in Business & Life	3
ENG 102: College Composition II	3	ENGL 3110: Global Themes for Writing	3
Diversity Elective	3	LBRT 9999: Liberal Arts Elective	3

CAN 121: Justice in Cannabis	3	CANN 2713 - Social Justice and Corporate Social Responsibility in the Cannabis Economy	3
ECO 201 Principles of Macroeconomics	3	ECON 2100- Economics	3
MAN 121 Principles of Management	3	MNGT 2310- Management	3
CAN 201: Cannabis Health & Safety	3	ELEC 9999: General Elective Credit	3
Humanities Elective	3	LBRT 9999: Liberal Arts Elective	3
BUS 230 Business Law	3	BUSN 3310- Business Law	3
CAN 221 Cannasseur Level 1	3	ELEC 9999: General Elective Credit	3
MAT 110: Pre-calculus or MAT 116: Pre-calculus for Business	4	MATH 9999: MATH Elective Credit; 1 leftover credit of MATH 9999: MATH Elective	4
ECO 202: Principles of Microeconomics	3	ECON 9999: Economics Elective	3
Lab Science	4	SCIC 9999: Science Elective Credit; 1 leftover credit of SCIC 9999: Science Elective	4
Total Credit Amount at Hudson County Community College	60	Total Credit Amount at LIM College:	60

Please note: Transfer Guides are intended to provide preliminary transfer credit information. Admitted students will receive a personalized transfer credit evaluation, based on their unique transfer credits. To maximize your transfer credits, it is recommended to take the suggested courses outlined above. LIM College will accept a maximum of 85 transferable credits. To learn more about how transfer credits apply to a specific degree program or for any additional questions, please contact: transferservices@limcollege.edu.

**LIM College Courses
Required to Complete
Degree Program
LIM College Program: BBA,
Business of Cannabis
Curriculum Year: 2022-
2023**

Course Code	Course Name at LIM
TECH 1310- Business Spreadsheets	3
MRKT 1550- Marketing	3
MATH 1300- Intro to Statistics	3
COMM 2010- Critical Thinking	3
MATH 2760- Applied Data Analysis	3
CARE 1302 Internship prep	2
CARE 1622 Cannabis Internship 1	2
CARE 2622 Cannabis Internship 2	2
CARE 4802 Cannabis Senior CO-OP Prep	1
CARE 4822 Cannabis Senior CO-OP	6
FNCE 3410- Finance	3
CANN 1560- Intro to Bus of Cannabis	3
CANN 2631- Bus of Cannabis Cultivation	3
CANN 2753- Prod. Development/Merch of Cannabis	3
CANN 3301-Marketing of Cannabis	3
CANN 3020- Retailing of Cannabis	3
CANN 3402- Cannabis Supply Chain	3
CANN 4960 Senior Capstone-Cannabis	6
ELEC 9999: General Elective Credit	9

Total Credits required at LIM College to complete	64
--	-----------

2 leftover credits from MAT
and LAB Science

First Amendment to

ARTICULATION
AGREEMENT

Between

FAIRLEIGH DICKINSON UNIVERSITY
and

HUDSON COUNTY COMMUNITY COLLEGE

This First Amendment, made on this _____ day of _____, 2021 is by and between, Fairleigh Dickinson University (“University”) and Hudson County Community College on behalf of its Nursing and Health Sciences Division, Radiography Program (“School”).

WITNESSETH:

WHEREAS, University and School are parties to a certain agreement that was entered into on January 1, 2018, in which the parties agreed to participate in clinical experiences for University’s radiography students, as more particularly set forth in said agreement ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement.

NOW, THEREFORE, FOR AND IN consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Section 4 shall be amended to extend the term as follows:

“This Agreement shall be extended for a term of four (4) years, commencing on January 1, 2020 and terminating on December 31, 2024. The parties may agree to enter into subsequent agreements to commence upon the expiration of this agreement.

2. Except as specifically amended herein, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date above written.

Fairleigh Dickinson University

Hudson County Community College, on behalf of its
Nursing and Health Sciences Division, Radiography
Program

by: _____
Minerva S. Guttman
Director, School of Nursing and Allied Health

by: _____
name:
title:

**Public Health option, Health Services Associate Degree Program
and
Health Services Associate Degree Program
And
Community Healthcare Navigator Proficiency Certificate Program
Affiliation Agreement
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
Jersey City Department of Health and Human Services**

Agreement, effective Dec 1st , 2022 by and between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and

**Jersey City Department of Health and Human Services (Agency)
280 Grove Street
Jersey City, NJ 07302**

1. **TERM**

This contract shall be for a period of two years commencing Jan 1, 2023 and continuing until Dec 31, 2025 for the:

**Public Health option, Health Services Associate Degree Program
and
Health Services Associate Degree Program
And
Community Healthcare Navigator Proficiency Certificate Program**

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

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

JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES may immediately terminate a student(s) participation in the program established under this agreement if the Agency reasonably believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements.

2. **COLLEGE RESPONSIBILITIES**

The College, as the sponsoring agency, agrees:

- a. To assume full responsibility for planning and executing the curriculum for its students, including the administration, curriculum content, and Faculty appointments.
- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship or observation experience will receive no compensation.
- d. To advise students that they are required to conform to the rules, regulations, and policies of JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES. These rules, regulations, and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- f. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations. Agency shall promptly advise as to any conflicts.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in the joint evaluation of the effectiveness of the internship or observation experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client interactions and the extent of student participation in assisting with or observing client interactions. (However, the foregoing statement is not meant to address the ultimate legal liability in case of a claim.)
- e. The Agency is responsible for the cost of a criminal background check if mandated by the agency.

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship or observation experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program.
- d. The student of the College will start his/her internship or observation experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES, and its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency to the extent of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship or observation site

and under the control of the College) or Faculty members (only while they are at the internship or observation site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the Agency, or its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians.

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REOUIREMENTS**

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

10. **JURISDICTION AND VENUE**

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

11. **GOVERNING LAW**

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

12. **NO AGENCY/PARTNERSHIP**

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

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

Jersey City Department of Health and Human Services Center

Date

**Public Health option, Health Services Associate Degree Program
and
Health Services Associate Degree Program
And
Community Healthcare Navigator Proficiency Certificate Program
Affiliation Agreement
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
New Jersey Reentry Corporation**

Agreement, effective Dec __1st__, 2022 by and between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and

**NJ Reentry Corporation (Agency)
591 Summit Avenue
6th floor
Jersey City, NJ 07306**

1. **TERM**

This contract shall be for a period of two years commencing Jan ____, 2023 and continuing until Dec 31, 2025 for the:

**Public Health option, Health Services Associate Degree Program
and
Health Services Associate Degree Program
And
Community Healthcare Navigator Proficiency Certificate Program**

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

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

NJ REENTRY CORPORATION may immediately terminate a student(s) participation in the program established under this agreement if the Agency believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements.

2. **COLLEGE RESPONSIBILITIES**

The College, as the sponsoring agency, agrees:

- a. To assume full responsibility for planning and executing the curriculum for its students, including the administration, curriculum content, and Faculty appointments.
- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship or observation experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of NJ REENTRY CORPORATION. These rules, regulations, and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- f. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in the joint evaluation of the effectiveness of the internship or observation experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client interactions and the extent of student participation in assisting with or observing client interactions. (However, the foregoing statement is not meant to address the ultimate legal liability in case of a claim.)
- e. The Agency is responsible for the cost of a criminal background check if mandated by the agency.

4. **MUTUAL OBLIGATIONS**

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

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information.

7. **INDEMNIFICATION**

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

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

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

11. **GOVERNING LAW**

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

12. **NO AGENCY/PARTNERSHIP**

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

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

???
NJ Reentry Corporation Center

Date

**SECOND AMENDMENT TO
BOOKSTORE OPERATING AGREEMENT**

This Second Amendment (“Amendment”) for Follett ACCESS is made as of November 28, 2022 (“Effective Date”) between Hudson County Community College (“School”) and Follett Higher Education Group, LLC, fka Follett Higher Education Group, Inc., (“Follett”).

WHEREAS: School and Follett are parties to a certain Agreement dated January 1, 2015 and as amended by a First Amendment dated July 1, 2021 (“Agreement”).

WHEREAS: The parties desire for School to participate in Follett’s ACCESS program hereinafter referred to as “Program” or “Follett Access Program”; and

WHEREAS: The parties desire to amend the Agreement in certain respects as more specifically set forth herein;

NOW, THEREFORE, intending to be legally bound, School and Follett agree, effective November 28, 2022:

The Agreement is amended by adding the following Section 21:

Scope & Terms

Program Scope:

School has agreed that Follett ACCESS will be delivering all Course Materials for the Program for the Academic Terms and Cohorts detailed in the attached Schedules.

Follett has taken the following steps to provide a valuable service to the campus:

1. Analyzed historical adoptions and adoption trends to project the cost of adopted materials for the terms in the attached and any subsequently revised Schedules and developed custom pricing for the School.
2. Negotiated pricing with publishers.
3. Developed systems and processes to provision both print and digital materials to students.

Schedules:

The attached Schedules will be executed annually over the term of the Agreement so long as the parties desire to continue with the Program. The Schedules contain details on scope, pricing, enrollment, deadlines, and course materials adoptions guidelines that are required to deliver the program. This information will be updated, revised and executed annually so long as the Program and the Agreement remain in effect.

Pricing:

The mutually agreed upon Pricing between the School and Follett will be updated in the attached schedules for each academic year of the program.

Course Material Adoptions:

Follett will deliver course materials in the format and manner described in the attached Schedules. Adoption processes and deadlines will be managed by the Course Materials Adoption Committee (Committee) as described in the attached Schedules.

Rental Specific Terms:

- a. Students are responsible for picking up, taking good care of, and returning their textbooks to the bookstore each term. Textbooks must be checked-in by a specific date each term. Books that are returned to the store in a damaged state will not be accepted. Such damaged states shall include, but are not limited to: Any water damage, torn and missing pages or covers, and defacement of pictures, graphs, charts or text. Store management is the final arbiter of the damaged state of a textbook. Reasonable highlighting and notes in the book margins shall not be considered defacement. Books refused as damaged will result in the application of additional charges as defined below.

If the textbook is distributed with defects such as missing pages, water damage, or torn covers the student must exchange the book within three (3) days of the date received. After that time, the student assumes the liability for the book's condition.

If books are lost or stolen, the School bears the liability for the replacement cost.

- b. Failure by the student to check-in Program books by the published due date shall result in the application of additional charges as defined below. If the student drops a course they must return the book promptly. If the student is taking a continuation course that requires the same book, repeating a course, or if they have an incomplete to finish, the student must still return the book to the store by the due date of the semester for the original course. The School bears liability and will be charged for non-returned books. All parts of any textbook packages or bundles must be returned with the textbook. This includes CDs, supplemental reading materials, etc.
- c. Additional charges shall consist solely of the retail used selling price of the textbook that is either lost or damaged or not checked-in. These charges shall not deduct any portion of the Program Fees that were paid. Prior to the final check-in date, the student may pay the replacement costs of their lost or damaged book to Follett who will then note the student's book as 'checked-in' in the rental computer system. After the final check-in date, payment to the store shall be the responsibility of the School who shall then hold sole responsibility for collecting said fees from the student.

Student Success Data:

The School agrees to provide grades, retention, and graduation data to Follett at or before the dates detailed in the attached Schedules. Format and scope of Student Success Data will be mutually agreed between Follett and the School.

Marketing Materials & Communication Template:

Marketing and communicating the Program to stakeholders is vital. Follett will provide communication best practices, marketing materials, and templates for the School to communicate the Program to students and faculty.

Invoicing & Payment Terms:

Follett will, to the best of its ability, invoice the School on or before the Invoice Deadline Date listed in the attached Schedules. The school will submit payment to Follett on or before the Payment Deadline Date listed in the attached Schedules. For every day Follett submits the invoice to the School after the Invoice Deadline, the School will have an additional day added to the Payment Deadline Date.

Follett will invoice School for Program fees in accordance with the Pricing section above. The Estimated Invoice Amount in the attached Schedules is only for informational and planning purposes, but may not reflect a final amount due. The Estimated Invoice Amount is based on assumptions of enrolled students (or credit hours) and the amount of non-returns.

Opt-Out:

Based on Federal Regulations (U.S. Department of Education Regulations in 34 C.F.R. § 668.164) Follett advises that the School provides an opt-out option for the Students in the Program. If the School determines that an opt-out option is not needed, Follett is not responsible for ramifications that might arise from the School not implementing an opt-out for the Students in the Program.

Tax:

If School does not provide a tax exemption certificate to Follett, or is otherwise a legally tax exempt entity, Follett ACCESS program fees may be subject to sales tax or similar taxes. The School shall be responsible for the collection and remittance of such taxes to the proper taxing authority.

1. ("School") agrees that it is in fact the "seller" of the textbooks and other educational materials to the students, and is responsible for any and all sales, use and other applicable transaction taxes assessed on the "Program" sale of textbooks and other education materials to students.
2. ("School") agrees to hold harmless Follett Higher Education Group, Inc. for any unpaid sales, use and other applicable transaction taxes assessed on these "Program" sales and will indemnify Follett Higher Education Group, Inc. for any taxes it is required to pay directly to the respective taxing authorities on these sales unless due to the fault of Follett.
3. ("School") agrees that all "Access" sales made by Follett Higher Education Group, Inc. to the school are in fact sales for resale and that the school shall provide a resale tax exemption certificate to Follett as required by law.

Inventory on Termination:

Follett ACCESS Program materials will be included as part of any inventory that the School must purchase, or require a third party to purchase, on termination of the Agreement. Follett will withhold any commission 60 days before Termination takes effect until such time that settlement on the inventory is received.

Commission:

Section 10.1 of the Agreement is amended by deleting the definition of commissionable sales and inserting in its place the following:

Commissionable Sales is defined as all recognized revenue (in compliance with generally accepted accounting principles) generated through the Store or the Store website including any course material sales associated with Follett ACCESS, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, Follett-funded scholarships, handling fees associated

with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (i.e., computer hardware and software).

Closing

In the event of a conflict between terms and conditions, this Amendment takes precedence over the Agreement and any prior Amendment(s). Except as specifically amended hereby, the Agreement and all prior Amendments shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, School and Follett have caused this Amendment to be executed by their authorized officers as of the date first written above.

**FOLLETT HIGHER EDUCATION
GROUP, LLC**

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

By: _____

Name: Ryan Petersen

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Schedule 1 – ACCESS Program Template

Term Details & Dates

Academic Term	Program Adoption Deadline	ConnectOnce Installed by Date	Class Start Date	Estimated Enrollment in the Program (Either Students or Credit Hours)	Follett Charge Per Enrollment (or Credit Hour)	Estimated Rental non-Return Charges	Estimated Invoice Amount to School	Drop Date or Census Date	Invoice Deadline Date	Payment Deadline Date	Student Success Data to be Provided to Follett
Summer 2023	3/15/23	N/A - installed	5/22/23	150	N/A	N/A	\$11,000	5/24/23	6/30/23	7/15/23	8/15/23
Fall 2023	4/15/23	N/A - installed	8/30/23	1510	N/A	N/A	\$100,000	9/13/23	10/15/23	11/15/23	12/15/23
Spring 2024	10/15/23	N/A - installed	1/22/24	1221	N/A	N/A	\$90,000	2/2/24	3/1/24	4/15/24	5/30/24

Program Scope

Follett will charge the School for all students in the Program and/or classes listed below, according to the pricing outlined in the attached tables:

- a. Program Cohorts:
 - i. **CSC 100 and MAT 100**

Excluding these student courses. Follett will not be charging or providing materials for students in these cohorts:

- b. **Any other courses unless identified and agreed to on future schedules.**

Course Material Adoption Details

Course	Title	Current \$\$	ACCESS Program \$\$	Savings	Est Enroll.	Potential Savings
MAT 100	Intermediate Algebra w/integ. Review	\$ 93.50	\$ 74.99	\$ 18.51	1317	\$ 24,377.67
CSC 100	Mindtap for Shelly Cashman's	\$ 101.00	\$ 72.00	\$ 29.00	1564	\$ 45,356.00

FOLLETT HIGHER EDUCATION GROUP, LLC

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

By: _____

Name: Ryan Petersen

Name: _____

Title: President

Date: _____

Title: _____

Date: _____

Schedule 1 – Course by Course Program Template

This needs to be completed and signed annually for any Follett ACCESS program implemented by course.

Term Details & Dates

Academic Term	Program Adoption Deadline	ConnectOnce Installed by Date	Class Start Date	Drop Date or Census Date	Invoice Deadline Date	Payment Deadline Date	Student Success Data to be Provided to Follett
[Fall 2020]							
[Spring 2020]							
[Summer 2020]							

Course Material Adoption Details

[OPTIONAL] – Course Materials Adoption Committee is optional, but highly encouraged]

- i. The School and Follett will create a Follett ACCESS Course Material Adoption Committee (“Committee”) to oversee the implementation of the Adoption Guidelines (“Guidelines”) in this section.
 - a. The Committee will not violate academic freedom in anyway. Academic freedom includes an instructor’s ability to choose course content. Any adopted course content that does not meet the Guidelines, as determined by the Committee, must be approved and recorded as an Exception by the Committee.
 - b. The Committee will consist of the following members:
 - i. Member 1: **[School Program Champion]**
 - ii. Member 2: **[Follett Store Manager]**
 - iii. Member 3: **[School Rep]**
 - iv. Member 4: **[School Rep]**
 - v. Member 5: **[School Rep]**
 - vi. Member 6: **[School Rep]**
 - c. Course Material Adoption Guidelines:
 - i. Courses participating in the program must be reviewed and approved by the Committee
 - ii. Rental Term Agreement: 6 terms
 - 1. All content delivered as rental must be adopted for a minimum of six terms.
 - iii. Rental Collateral Type & Responsible Party: **[Student or School]**
 - 1. If School is responsible for rental collateral, all rental non-return charges will be invoiced to the School. These charges have been estimated in the attached Schedules.
 - 2. If Student is responsible for rental collateral, students will be responsible for providing rental collateral (credit card) to Follett through Follett’s rental portal.
 - iv. Publisher Specific Considerations: _____

- ii. Exceptions:
 - a. Any adopted course content that does not meet the Guidelines or is not received by the adoption deadline in the attached Schedules, as determined by the Committee, must be approved and recorded as an Exception by the Committee.
 - b. Follett will, in some cases, be able to deliver Exceptions as part of the Program. However, Follett reserves the right to exclude any exceptions from the Program.

**FOLLETT HIGHER EDUCATION
GROUP, LLC**

By: _____

Name: Ryan Petersen

Title: President

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

**PROGRAM ANNOUNCEMENT COVER PAGE
 NEW ACADEMIC DEGREE PROGRAM**

Date: November 14, 2022

Institution:	Hudson County Community College
Programmatic mission level:	Associate
New program title:	Construction Technology
Degree designation:	Proficiency Certificate
Degree abbreviation:	CONSTTECH.PROF
6-digit CIP code and nomenclature:	46.0499 Building/Construction Finishing, Management, and Inspection, Other.
SOC code(s) and nomenclature:	CIP2020 Code: 46.0499 CIP2020 Title: Building/Construction Finishing, Management, and Inspection, Other.
Total Credit Hours:	14
Campus(es) where the program will be offered:	HCCC - Journal Square Campus, 25 Journal Square, Jersey City, NJ 07306
Institutions with which articulation agreements will be arranged:	TESU, FDU
Month and year when program will begin:	Spring 2023
Initial cohort enrollment headcount:	10
Total enrollment headcount at steady state:	15 - 25
Licensure requirements:	
Intended program accreditation or certification:	NICET, ACI,



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STANDARDS FOR NEW ACADEMIC DEGREE PROGRAMS FORM FOR INSTITUTIONS SUBMITTING PROPOSALS

The standards for new academic degree program review are based on the regulations in New Jersey Administrative Code (N.J.A.C.) Title 9A – Higher Education, specifically N.J.A.C. 9A:1-2.10 through 2.14. As appropriate, required and recommended forms of evidence of fulfillment of the standards are described in this document. *Recommended elements provided in italics are intended to offer additional guidance to enhance and strengthen new academic degree program proposals.*

The four standards as defined in the regulations are:

- 1) Sufficient academic quality
- 2) Sufficient evidence of labor market demand for the program
- 3) Duplication with comparable programs of study in the State
- 4) Whether the proposed new program will require significant additional State resources

The purpose of this fillable form is to provide institutions with a clear outline of all items specified in the new academic degree program regulations. All institutions must complete this form, attach any supplemental documents at the end of the form, and submit this information to the Academic Issues Committee (AIC) with the complete proposal.

The following elements of each standard are required and should be clearly presented by the institution to aid in the evaluation by the external consultant and the Academic Issues Committee. Proposals are evaluated on the basis of evidence of meeting each of the standards. *Elements provided in italics are intended to offer additional guidance to enhance and strengthen new academic degree program proposals, and though not required, are highly encouraged.*

Institution	Hudson County Community College
New Academic Degree Program Title	Construction Technology
Degree Designation	Proficiency Certificate
Degree Abbreviation	CONSTTECH.PROF

STANDARD 1
SUFFICIENT ACADEMIC QUALITY
 N.J.A.C. 9A:1-2.11

- 1) Provide the status of the institution’s State licensure and accreditation by a nongovernmental entity recognized by the U.S. Secretary of Education.

- 2) Provide evidence of appropriately qualified faculty, instructors, staff instructors and/or administrators. *Additional evidence may include, as applicable, other academic units within or outside the institution (e.g., clinical sites) to provide educational services to the program and the commitment of those units is consistent with offering a program of quality in the field.*

INSTRUCTORS

HCCC has well qualified faculty to teach construction courses. Most of them have vast field and teaching experience and exhibit enthusiasm and support for the new program.

Name	Qualifications	Major	Institution	Years of Industrial & Teaching Experience
Khursheed Khan	MS in 1990 - Civil Engineering Licensed Professional Engineer P.E.	Transportation Engineering	New Jersey Institute of Technology	30
Mazher Usmani	MS in 1991 - Civil Engineering Licensed Professional Engineer P.E.	Transportation Engineering	New Jersey Institute of Technology	30
Shahida Manzoor	MS in 2011 - Civil Engineering Licensed Professional Engineer P.E.	Structural Engineering	NED University of Engineering and Technology	25
Rabab Afreen	MS in 2014 - Civil Engineering	Structural Engineering	NED University of Engineering and Technology	10

	Passed step 1 of licensing exam P.E.			
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3) Provide a plan for the dedication of sufficient resources, including human resources, to implement and maintain the program. *Such resources may include library holdings and other library resources, technology, specialized facilities and equipment (laboratory or otherwise), and/or other needed resources, as applicable.*

FACILITIES, EQUIPMENT and OTHER ADMINISTRATIVE RESOURCES

Facilities:

In September 2017, Hudson County Community college held the official opening of the \$30 million new state of the art STEM building located at 263 Academy Street, Jersey City. Most of the activities related to the program will be conducted at STEM building.

The STEM building is a six-story, 70,070 square feet facility having lecture halls, class-rooms, science labs, computer labs, conference rooms, breakout rooms and suites for administrative and faculty offices.

Library:

HCCC opened its six-story, multifunctional Library Building in September 2014. The building’s first two stories (street-level and second floor) are dedicated to the Library itself, which encompasses 33,500 square feet of space. The Library currently holds more than 40,000 books, 750 DVDs, 37,000 online journals, and 2,800 E-books.

Electronic access to information resources is revolutionizing the concept of the modern “library”. Most of the program course material could be accessed through online. However, the program coordinator is working with library to add more books, magazines and related material.

Classrooms & Laboratories:

All classrooms are equipped with audio-visual systems. As construction management is a relatively new program in the college, so is its laboratory. The laboratory is equipped with most of the equipment needed for construction management labs.

Testing of material is very critical in the construction. It highlights future risks, helps in site classification, and assist in engineering decisions. Concrete and soil are basic components of construction materials. HCCC lab is equipped to test the essential properties of concrete and soil. It is the plan for the next year to add new equipment/facilities to conduct additional tests

Computer Facilities:

HCCC maintain 3 open computer labs along with 27 labs used for instruction. These labs are distributed throughout the new library building and across the campus. The three (3) open labs are exclusively designated for student use and contain 110 desktop computers. In addition, the library offers several laptop computers for in-library use to aid students in their research and studies. The library in particular offers students ample functional workspace conducive to independent study, peer collaboration, and the production of quality academic work.

College also has well established Information Technology Service Department. The ITS staff is responsible for network support and operations, academic computer labs, telecommunications, web services and PC technical support. The office is also responsible for administrative computing and computer operations, supported by the Ellucian Colleague software products.

Offices:

All full-time employees at HCCC have assigned offices fully equipped with normal office furniture, desktop computers, telecommunication services and excess to printers and photo-copiers. Any additional person involved in the project will be assigned a part-time faculty office that will also be fully equipped.

Meeting Spaces:

STEM building and college has many conference rooms having seating capacities from a dozen to several hundred people. These are available to be scheduled for project meetings, open houses, workshops and other events as needed. For students there are self-study and group-study rooms in every building and different floors.

Administrative Support:

HCCC has well established support services for students and faculty e.g. academic support services, disability support services, writing center, on-campus print shop, grants office and communication department. The communications department coordinates all of the College's media, public and community relations and promotes awareness and understanding of the College's programs and services.

- ☒ 4) Provide clearly stated program objectives that are related to the institutional mission, strategic plan, and, where appropriate, to the careers, professions, or practices into which graduates of the program are expected to enter. *Consider including a plan for student enrollment which may include an appropriate recruitment strategy, appropriate admissions requirements, a plan for transfer students, articulation agreements and/or provisions for part-time enrollment, as applicable.*

OBJECTIVES

The proficiency certificate in Construction Technology is designed to prepare students for careers in construction industry. The program includes courses, specific to construction that includes technical skills.

Students will learn to understand and manage all phases of modern-day construction. They will be exposed to new construction methods protocols, materials and testing procedures. Special emphasis will be placed on ensuring that graduating students are able to pass the national licensing exams.

Adding this program is part of making HCCC a comprehensive community college in that it provides employment-related education in a growing field. The program is expected to attract all type of people i.e., high school graduates, people in the middle of changing their careers and veterans. The program is also expected to attract members of the building trades specially people which cannot fulfill hands-on field work responsibilities due to any injury or age factor and are interested in advancing into midlevel supervisor positions.

All the coursework of the proficiency certificate is transferable to the 2-year AAS program and 1-year Certificate program in Construction Management offered at HCCC.

The proposed program does not exceed the programmatic mission of Hudson County Community College.

The certificate program will.

Fill skilled workforce demand in construction industry.

Enhance Industry exposure and workforce connection through internship for students.

Develop professional and entrepreneurial skills among students.

Add stackable certificates in construction management program.

RELATIONSHIP TO INSTITUTIONAL MISSION

The program will cater the need of a large segment of the population of Hudson county and businesses, fulfilling the following mission statements of college.

- To provide programs that will prepare students for immediate employment or provide for career enhancement.
- Providing courses, certificates and associate degree programs for transfer into four year institutions.
- To provide educational and support services to businesses and industries to meet workforce needs and to promote the economy of the county.
- The expansion of academic collaborations with external partners.
- To provide programs and services appropriate to the linguistic diversity of the community.
- Creating signature STEM program in alignment with the strategic goal: Positioning STEM as HCCC signature programs.

RELATIONSHIP OF THE PROGRAM TO INSTITUTIONAL STRATEGIC PLAN

Goal	Strategy	Construction Technology Proficiency Certificate Program
<p>1. A Culture of Student Success and Completion Grounded in Data and Best Practices</p>	<p>Strategic Initiative 1: Promote equitable outcomes by meeting the unique academic and non-academic needs of diverse student populations.</p> <p>Strategic Initiative 3: Develop and enhance sustainable resources for continuous improvement of student support programs and practices.</p> <p>Strategic Initiative 4: Implement a holistic support program for greater student success</p>	<p>Construction Technology Proficiency Certificate program will educate new high school graduates. It will also attract members of the building trades who are interested in advancing into management and all those who are interested in changing their professions.</p> <p>All of the course work in proficiency certificate is transferable to 1-year certificate program and 2-year associate program in construction management offered by the college.</p>
<p>2. A College Community that Celebrates and Advances Diversity, Equity and Inclusion in All Forms</p>	<p>Strategic Initiative 5: Assess and revise course curricula to ensure a diversity of voices and perspectives.</p>	<p>The project will focus on recruiting and retaining veterans, female students (which are underrepresented in construction industry), minority, non-traditional students, people with special needs. Construction companies in the area will benefit as will the members of the diverse community surrounding the College. A large portion of the student population are immigrants, first-generation college students and a majority are low-income, eligible for need based financial aid. For all those students who need to enter the workforce quickly, this program is a great opportunity to begin their careers.</p>
<p>3. Innovative Programming for Students Aligned with Workforce</p>	<p>Strategic Initiative 8: Assess and revise course curricula, degree and certificate programs to address</p>	<p>Construction companies often complain about a lack of relevant skills in new graduates and find it hard to fill the</p>

<p>and Community Needs</p>	<p>workforce and community needs.</p> <p>Strategic Initiative 9: Develop and expand the number of articulation agreements that link and align non-credit and credit programs, and pathways to four-year colleges and universities.</p> <p>Strategic Initiative 10: Establish flexible, short-term credential programs.</p> <p>Strategic Initiative 11: Increase opportunities for service learning through apprenticeships, internships, externships, other high-impact experiences, and for the utilization of prior learning assessment.</p>	<p>vacant positions, which causes loss of productivity and project delays.</p> <p>The construction industry in Hudson County is booming both in road/bridge repair and in new building, and the county has a large working-class population that will find this program appealing.</p> <p>The proposed program will allow to better align the curriculum with employer future needs and will focus on greatly expanding and improving the effectiveness of internship /apprenticeship opportunities for students, giving them practical hands-on experience and better-preparing them for future employment.</p> <p>Over time most of the professions in construction need some sort of certification. The program will provide an opportunity to all such students who need additional coaching and counseling to pass certification exams.</p>
<p>5. Facilities and Technology that Serve the College and Community</p>	<p>Strategic Initiative 16: Expand high-quality and diverse remote, online and hybrid learning modalities.</p>	<p>25 % course curriculum will be offered through remote mode to enable working students to finish the program in short time.</p>

- 5) Provide appropriate student learning outcomes, in the form of a table, that incorporate:
 - a) Appropriate scaffolding to allow students to build on knowledge as they progress through curriculum;
 - AND**
 - b) A variety of assessments and corresponding rubrics for students to demonstrate content mastery and skill acquisition.

PROGRAM LEARNING OUTCOMES

Upon successful completion of the Construction Management Program the student will be able to:

1. Effectively communicate through oral and written means, prepare reports, present projects, correspond with supervisors and clients, and deliver instructions.
2. Supervise all phases of construction. Apply scientific knowledge and principles, quantitative methods, and technology tools to think critically and solve complex analytical problems at work.
3. Maintain effective project delivery. Interpret and explain contracts, construction drawings, blue prints and technical information to other professionals. Respond to work delays, emergencies, and other problems.
4. Collaborate with architects, engineers, and other construction specialists. Select, schedule, and coordinate subcontractor activities.
5. Comply with legal requirements, building and safety codes, and other regulations.
6. Prepare work timetables.

Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
<p>Program Goal 1. Provide a curriculum that prepares students with the knowledge and skills of construction technology for entry level positions.</p>	<p>Student Learning Goal 1.1. Student will learn basic engineering principles and calculations involved in construction.</p>	<p>Student Learning Outcome 1.1.1. Student will demonstrate an operational knowledge of the techniques associated with the design, construction and maintenance of residential and commercial structures. Student Learning Outcome 1.1.2. Perform calculation to</p>	<p>CNM-120 Introduction to Engineering Sciences and Calculations</p>	<p>Exam content Case studies Mini projects</p>

	<p>Student Learning Goal 1.2. Define and examine various construction operations and their specific utilization as well as to learn and explore immersing technologies in the construction industry.</p>	<p>solve construction problems</p> <p>Student Learning Outcome 1.2.1. Understand and analyze the construction processes, structures, materials, system assemblies, equipment and requirements.</p> <p>Student Learning Outcome 1.2.2. Apply basic surveying techniques for construction layout and control.</p> <p>Student Learning Outcome 1.2.3. Integrate and apply the concept of sustainability to built-environment through design and construction practices.</p>	<p>CNM-202 Construction Procedures, Material and Testing</p> <p>CNM-201 Introduction to Basic Structures</p> <p>CNM-205 Surveying and Site Planning</p>	
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Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
Program Goal 2. Partner with industry to enhance curriculum and career opportunities.	Student Learning Goal 2.1. Students are required to obtain a minimum of 80 hours of relevant work experiences in the construction industry prior to graduation	Student Learning Outcome 2.1.1. Internships should expose students to various levels of responsibility and problem solving activities and reinforce the need for collaboration and cooperation among project team members.	<ul style="list-style-type: none"> • Encourage students to attend and participate in local and national seminars and symposium to enhance and supplement their skills and knowledge gained inside the classroom. • Encourage students to showcase their gained knowledge in local and national competition to broaden their knowledge and understanding to construction industry. 	Students are required to develop organizational charts and roles and responsibility matrices for both the project and company levels of construction operations. Assignments also include determining the proper project management team for various complexity levels of projects.

Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
Program Goal 3. Prepare students for professional growth and leadership through honesty, integrity, and ethical practices.	Student Learning Goal 3.1. Identify legal business matters related to contracts and apply ethical standards to all business	Student Learning Outcome 3.1.1. Graduates will be seen as professionals within the industry by their high levels	Ethics and professionalism are discussed in each course. Often times the use of real-world cases studies are utilized as a basis for the discussion.	Measured by the rating of employer appraisal of students. Internship feedback surveys

	practices.	of ethics and responsibility. This is based upon the perceptions of their supervisors, executives and industry peers.	Instructors also use actual student experience from internships to discuss ethical / unethical and professional / unprofessional practices that they were exposed to. Class lectures involve "ethics across the curriculum". Based on the American Council for Construction Education (ACCE) accreditation requirements.	
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- 6) Provide evidence of program rigor in the curriculum with information that displays:
 - a) Program outcomes detailing what students will be able to demonstrate at completion of the curriculum, *which may include, if applicable, adequate program options and/or other opportunities for students, as well as fulfillment of curriculum certification and/or accreditation standards;*
 - b) Planned curriculum with course descriptions *which can be enhanced with supplementary information that may include credit values including hours per week and how many weeks per term; credit distribution and nature of required, elective, and research courses; mode of instruction; and/or a detailed curriculum that represents a suitable approach to professional study in the field, as applicable;*
 - c) A plan to provide students access to faculty, instructors and/or staff;

AND

 - d) Comparisons to the curricula of the same or similar programs at other institutions, if applicable, and if such curricula are available.

PROGRAM CURRICULUM

Course Number	Course Title	Credit
CNM 120	Introduction to Engineering Science and Calculations	4
CNM 201	Introduction to Basic Structures	3
CNM 202	Construction Procedures, Material and Testing	4

CNM 205	Surveying and Site Planning	3
	Total	14

PROGRAM COURSE DESCRIPTION

1. Course Title: Introduction to Engineering Sciences & Calculation—CNM 120 Credits:4
 This is a preparatory class for the students who intend to pursue a career in Construction Management or in the field of Civil Engineering. The course develops an understanding of the science and mathematics involved in engineering. Students learn to perform mathematical calculations used in construction and project management. Students analyze physical laws and how to apply that analysis in engineering fields.

2. Course Title: Introduction to Basic Structures —CNM 201 Credits:3
 This course provides students with a basic knowledge of structural analysis and design for buildings, bridges and other structures. Students investigate the behavior of structural systems and elements through design exercises, case studies, and load testing of models. Students design structures using timber, masonry, steel, and concrete and gain an appreciation of structural design, with an emphasis on environmental impact associated with large scale construction.

3. Course Title: Construction Procedures, Material and Testing — CNM 202 Credits:4
 Construction Procedures, Materials and Testing is a course in which construction systems are discussed along with material stresses and other engineering concepts. The course provides an introduction to materials used in construction as well as techniques used in blueprint reading for building construction. Students learn about construction methods through demonstrations and lab experiments. The main emphasis is on structural steel, masonry, wood, reinforced concrete, and combined structural systems. Students develop understanding of the construction process with different materials. They understand the relevant engineering and mathematical relationships. Plant Operations (asphalt plant, concrete plant) – rate of production vs rate of installation/construction.

4. Course Title: Surveying and Site Planning — CNM 205 Credits:3
 Students learn site development, site selection, site analysis, site plans, designs, and approval processes. Students are introduced to the principles of construction surveying, project layout, and operation of surveying equipment. Topics include: interaction of surveying with other disciplines, measurements, concepts, accuracy, precision, and levelling; methods for measuring distance, elevation angles, bearings and azimuths using level instrument and transits; traverses and computations; basic topography and mapping. Laboratory and fieldwork experiences include a field trip to a nearby construction project to review equipment site planning and surveying procedures; and a team project to review steps involved in site planning through completion of two types of construction sites: a traverse and an as-built survey.

**PROGRAM ANNOUNCEMENT COVER PAGE
NEW ACADEMIC DEGREE PROGRAM**

Date: November 14, 2022

Institution:	Hudson County Community College
Programmatic mission level:	Associate
New program title:	Construction Administration
Degree designation:	Proficiency Certificate
Degree abbreviation:	CONSTADM.PROF
6-digit CIP code and nomenclature:	46.0499 Building/Construction Finishing, Management, and Inspection, Other.
SOC code(s) and nomenclature:	CIP2020 Code: 46.0499 CIP2020 Title: Building/Construction Finishing, Management, and Inspection, Other.
Total Credit Hours:	13
Campus(es) where the program will be offered:	HCCC - Journal Square Campus, 25 Journal Square, Jersey City, NJ 07306
Institutions with which articulation agreements will be arranged:	TESU, FDU
Month and year when program will begin:	Spring 2023
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New Academic Degree Program Title	Construction Administration
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Administrative Support:

HCCC has well established support services for students and faculty e.g. academic support services, disability support services, writing center, on-campus print shop, grants office and communication department. The communications department coordinates all of the College's media, public and community relations and promotes awareness and understanding of the College's programs and services.

- 4) Provide clearly stated program objectives that are related to the institutional mission, strategic plan, and, where appropriate, to the careers, professions, or practices into which graduates of the program are expected to enter. *Consider including a plan for student enrollment which may include an appropriate recruitment strategy, appropriate admissions requirements, a plan for transfer students, articulation agreements and/or provisions for part-time enrollment, as applicable.*

OBJECTIVES

The proficiency certificate in Construction Administration is designed to prepare students for careers in construction industry. The program includes courses, specific to construction that includes construction administration.

Students will learn to understand and administer all phases of modern-day construction. They will be exposed to new construction methods protocols, procedures, contracts and management principals. Special emphasis will be placed on ensuring that graduating students are able to pass the national licensing exams.

Adding this program is part of making HCCC a comprehensive community college in that it provides employment-related education in a growing field. The program is expected to attract all type of people i.e., high school graduates, people in the middle of changing their careers and veterans. The program is also expected to attract members of the building trades specially people which cannot fulfill hands-on field work responsibilities due to any injury or age factor and are interested in advancing into midlevel supervisor positions.

All the coursework of the proficiency certificate is transferable to the 2-year AAS program and 1-year Certificate program in Construction Management offered at HCCC.

The proposed program does not exceed the programmatic mission of Hudson County Community College.

The certificate program will.

Fill skilled workforce demand in construction industry.

Enhance Industry exposure and workforce connection through internship for students.

Develop professional and entrepreneurial skills among students.

Add stackable certificates in construction management program.

RELATIONSHIP TO INSTITUTIONAL MISSION

The program will cater the need of a large segment of the population of Hudson county and businesses, fulfilling the following mission statements of college.

- To provide programs that will prepare students for immediate employment or provide for career enhancement.
- Providing courses, certificates and associate degree programs for transfer into four year institutions.
- To provide educational and support services to businesses and industries to meet workforce needs and to promote the economy of the county.
- The expansion of academic collaborations with external partners.
- To provide programs and services appropriate to the linguistic diversity of the community.

- Creating signature STEM program in alignment with the strategic goal: Positioning STEM as HCCC signature programs.

RELATIONSHIP OF THE PROGRAM TO INSTITUTIONAL STRATEGIC PLAN

Goal	Strategy	Construction Technology Proficiency Certificate Program
<p>1. A Culture of Student Success and Completion Grounded in Data and Best Practices</p>	<p>Strategic Initiative 1: Promote equitable outcomes by meeting the unique academic and non-academic needs of diverse student populations.</p> <p>Strategic Initiative 3: Develop and enhance sustainable resources for continuous improvement of student support programs and practices.</p> <p>Strategic Initiative 4: Implement a holistic support program for greater student success</p>	<p>Construction Technology Proficiency Certificate program will educate new high school graduates. It will also attract members of the building trades who are interested in advancing into management and all those who are interested in changing their professions.</p> <p>All of the course work in proficiency certificate is transferable to 1-year certificate program and 2-year associate program in construction management offered by the college.</p>
<p>2. A College Community that Celebrates and Advances Diversity, Equity and Inclusion in All Forms</p>	<p>Strategic Initiative 5: Assess and revise course curricula to ensure a diversity of voices and perspectives.</p>	<p>The project will focus on recruiting and retaining veterans, female students (which are underrepresented in construction industry), minority, non-traditional students, people with special needs. Construction companies in the area will benefit as will the members of the diverse community surrounding the College. A large portion of the student population are immigrants, first-generation college students and a majority are low-income, eligible for need based financial aid. For all those students who need to enter the workforce quickly, this program is a great opportunity to begin their careers.</p>

<p>3. Innovative Programming for Students Aligned with Workforce and Community Needs</p>	<p>Strategic Initiative 8: Assess and revise course curricula, degree and certificate programs to address workforce and community needs.</p> <p>Strategic Initiative 9: Develop and expand the number of articulation agreements that link and align non-credit and credit programs, and pathways to four-year colleges and universities.</p> <p>Strategic Initiative 10: Establish flexible, short-term credential programs.</p> <p>Strategic Initiative 11: Increase opportunities for service learning through apprenticeships, internships, externships, other high-impact experiences, and for the utilization of prior learning assessment.</p>	<p>Construction companies often complain about a lack of relevant skills in new graduates and find it hard to fill the vacant positions, which causes loss of productivity and project delays.</p> <p>The construction industry in Hudson County is booming both in road/bridge repair and in new building, and the county has a large working-class population that will find this program appealing.</p> <p>The proposed program will allow to better align the curriculum with employer future needs and will focus on greatly expanding and improving the effectiveness of internship /apprenticeship opportunities for students, giving them practical hands-on experience and better-preparing them for future employment.</p> <p>Over time most of the professions in construction need some sort of certification. The program will provide an opportunity to all such students who need additional coaching and counseling to pass certification exams.</p>
<p>5. Facilities and Technology that Serve the College and Community</p>	<p>Strategic Initiative 16: Expand high-quality and diverse remote, online and hybrid learning modalities.</p>	<p>25 % course curriculum will be offered through remote mode to enable working students to finish the program in short time.</p>

- 5) Provide appropriate student learning outcomes, in the form of a table, that incorporate:
- a) Appropriate scaffolding to allow students to build on knowledge as they progress through curriculum;
- AND**
- b) A variety of assessments and corresponding rubrics for students to demonstrate content mastery and skill acquisition.

PROGRAM LEARNING OUTCOMES

Upon successful completion of the Construction Administration Program the student will be able to:

1. Effectively communicate through oral and written means, prepare reports, present projects, correspond with supervisors and clients, and deliver instructions.
2. Administer all phases of construction. Apply scientific knowledge and principles, quantitative methods, and technology tools to think critically and solve complex analytical problems at work.
3. Maintain effective project delivery. Interpret and explain contracts, construction drawings, blue prints and technical information to other professionals. Respond to work delays, emergencies, and other problems.
4. Collaborate with architects, engineers, and other construction specialists. Select, schedule, and coordinate subcontractor activities.
5. Comply with legal requirements, building and safety codes, and other regulations.
6. Prepare cost estimates, budgets, and work timetables.

RELATIONSHIP OF THE PROGRAM TO INSTITUTIONAL STRATEGIC PLAN

Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
Program Goal 1. Provide a curriculum that prepares students with the knowledge and skills of construction administration for entry level positions.	Student Learning Goal 1.2. Define and examine various construction operations and their specific utilization as well as to learn and explore immerging technologies in the construction industry.	Student Learning Outcome 1.2.1. Read construction drawings, plans and specifications and apply knowledge when executing, estimating and managing Projects.	CNM-220 Construction Codes	Exam content Case studies Mini projects

		<p>Student Learning Outcome 1.2.2. Understand and interpret structural, mechanical, electrical, and plumbing systems and related codes.</p> <p>Student Learning Outcome 1.2.3. Integrate and apply the concept of sustainability to built-environment through design and construction practices.</p>		
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Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
Program Goal 2. Provide courses that develop planning, budgeting, problem solving skills and communication for effective management of	Student Learning Goal 2.1. Graduates will learn preparation of cost estimates and scheduling of various construction projects both	Student Learning Outcome 2.1.1. Each graduating student will demonstrate the ability to use computer software for estimating	CNM-225 Cost Estimation Software Excel Spreadsheet WinEst Primavera	A detailed quantity survey (takeoff) based on assigned plans and drawings of a construction project is developed and submitted by each

<p>construction projects</p>	<p>manually and with the use of computer software.</p> <p>Student Learning Goal 2.2. Apply proper judgment to solve different construction problems and situations through the application of the concept of law, risk management, safety and regulation governing the construction industry;</p>	<p>(electronic spreadsheet) and scheduling (Primavera program) in the senior project.</p> <p>Student Learning Outcome 2.2.1. Identify legal business matters related to contracts and apply ethical standards to all business practices.</p> <p>Student Learning Outcome 2.2.2. Evaluate and interpret construction laws and regulations.</p> <p>Student Learning Outcome 2.2.3. Understand and analyze the need for safety awareness in the construction industry and apply safety regulations on the jobsite.</p> <p>Student Learning Outcome 2.2.4. Exercise independent</p>	<p>CNM-222 Construction Project Management</p> <p>CNM-230 Project Planning and Control</p>	<p>student individually.</p> <p>A detailed construction schedule (Critical Path Method) based on assigned plans and drawings of a construction project is developed and submitted by each student individually</p>
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	<p>Student Learning Goal 2.3. Communicate professionally, both verbally and in writing.</p>	<p>judgment in expediting and scheduling work without jeopardizing its effectiveness, safety or cost.</p> <p>Student Learning Outcome 2.2.5. Understand and apply material procurement and management.</p> <p>Student Learning Outcome 2.3.1. Graduates will demonstrate an ability to communicate their ideas effectively through written and oral reports.</p>		<p>Each student will prepare a comprehensive project report explaining concepts, processes, techniques, methods and information and present verbally at the conclusion of the program</p>
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Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
<p>Program Goal 3. Partner with industry to enhance curriculum and career opportunities.</p>	<p>Student Learning Goal 3.1. Students are required to obtain a minimum of 80 hours of relevant work experiences in the</p>	<p>Student Learning Outcome 3.1.1. Internships should expose students to various levels of responsibility</p>	<ul style="list-style-type: none"> Encourage students to attend and participate in local and national seminars and symposium to enhance and supplement their 	<p>Students are required to develop organizational charts and roles and responsibility matrices for both the project</p>

	construction industry prior to graduation	and problem solving activities and reinforce the need for collaboration and cooperation among project team members.	skills and knowledge gained inside the classroom. • Encourage students to showcase their gained knowledge in local and national competition to broaden their knowledge and understanding to construction industry.	and company levels of construction operations. Assignments also include determining the proper project management team for various complexity levels of projects.
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Program Goals	Student Learning Goals	Student Learning Outcomes	Courses or Other Points in the Curriculum Where Outcomes are Assessed	Assessment Methods or Tools
Program Goal 4. Prepare students for professional growth and leadership through honesty, integrity, and ethical practices.	Student Learning Goal 4.1. Identify legal business matters related to contracts and apply ethical standards to all business practices.	Student Learning Outcome 4.1.1. Graduates will be seen as professionals within the industry by their high levels of ethics and responsibility. This is based upon the perceptions of their supervisors, executives and industry peers.	Ethics and professionalism are discussed in each course. Often times the use of real-world cases studies are utilized as a basis for the discussion. Instructors also use actual student experience from internships to discuss ethical / unethical and professional / unprofessional practices that they were exposed to. Class lectures involve "ethics across the	Measured by the rating of employer appraisal of students. Internship feedback surveys

			curriculum". Based on the American Council for Construction Education (ACCE) accreditation requirements.	
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- 6) Provide evidence of program rigor in the curriculum with information that displays:
- a) Program outcomes detailing what students will be able to demonstrate at completion of the curriculum, *which may include, if applicable, adequate program options and/or other opportunities for students, as well as fulfillment of curriculum certification and/or accreditation standards;*
 - b) Planned curriculum with course descriptions *which can be enhanced with supplementary information that may include credit values including hours per week and how many weeks per term; credit distribution and nature of required, elective, and research courses; mode of instruction; and/or a detailed curriculum that represents a suitable approach to professional study in the field, as applicable;*
 - c) A plan to provide students access to faculty, instructors and/or staff;
- AND**
- d) Comparisons to the curricula of the same or similar programs at other institutions, if applicable, and if such curricula are available.

PROGRAM CURRICULUM

Course Number	Course Title	Credit
CNM 220	Construction Codes	3
CNM 222	Construction Project Management	4
CNM 225	Cost Estimation	3
CNM 230	Construction Project Planning and Control	3
	Total	13

PROGRAM COURSE DESCRIPTION

1. Course Title: Construction Codes — CNM 220 Credits:3
 This course provides students with a theoretical understanding of how to examine new and old structures to ensure they are built properly and follow applicable building codes and safety regulations. This course provides an introduction to the basics of working in the building inspection field with the knowledge of construction codes, required documentation protocol, and standard practices.

2. Course Title: Construction Project Management — CNM 222 Credits:4

Students learn the processes, techniques and procedures involved in a construction project from conception to completion. The course provides an opportunity to learn about common construction methods and materials involved. Students also learn technical skills involving in the areas of cost control, scheduling, risk analysis, delay analysis, administrative procedures, safety regulations, labor relations, and record keeping.

3. Course Title: Cost Estimation — CNM 225 Credits:3

Students acquire a basic understanding of managing a project's cost in association with reading and interpreting construction blueprints. The certificate introduces the types of cost estimation from the conceptual design phase through the more detailed design phase of a construction project. In addition, the certificate highlights the importance of controlling costs and how to monitor project cash flow. Students develop a break-even analysis of construction tasks in a project.

4. Course Title: Construction Project Planning and Control — CNM 230 Credits:3

Students develop a basic understanding of project planning by comparing alternative designs and construction plans, methods of contracting, design management, and forms of information flow. Activities include writing contract proposal, identifying core problems in a proposal and their mitigation, preparing master plan schedules, tendering procedures, contractor cost calculations, and bid preparation. Students learn to budget, to plan and schedule construction, to manage production, and to employ project controls. Students acquire a basic level of proficiency in appropriate software. Capstone project: Concepts introduced during lecture will be reinforced during lab sessions.

- 7) Provide evidence of employer input in the development of the new program, where appropriate, **which may include:**
 - a) Participation of employers on advisory committees;
 - b) Letter of support from a chamber of commerce demonstrating the need and desire for the program;
 - c) Summary of employer or professional association feedback on the new program proposal and institution's response to the feedback;
 - d) Evidence of employer/institution partnership agreements to provide research, experiential learning, or other equivalent opportunities to students in the program;
 - e) Survey results from employers in the field highlighting the skills and expertise needed with a clear connection to the program proposal;
 - f) A plan to ensure continued partnership with employers in the field for the new program proposed;

AND/OR

 - g) Other documentation of direct employer or industry participation in the design of the program.

- 8) Provide evidence that demonstrates a commitment to equity, accessibility, and affordability within the new program, **which may include:**

NEW ACADEMIC DEGREE PROGRAM SUMMARY FOR PROGRAM ANNOUNCEMENT

Institution	Hudson County Community College
New Academic Degree Program Title	Social Justice Advocacy Certificate
Degree Designation	Proficiency Certificate
Degree Abbreviation	INTD 30.2301

Introduction:

Hudson County Community College (HCCC) is a post-secondary institution with the main campus located in the Journal Square section in Jersey City, New Jersey. Additional campuses: the North Hudson Campus in Union City, New Jersey and the Secaucus Center in Secaucus, New Jersey. HCCC serves students of various diverse backgrounds e.g. learning, age, immigration status, gender identity, race, etc. HCCC’s mission: to provide high quality educational opportunities that promote student success and are accessible, comprehensive, and learning centered. Furthermore, the College supports diversity, equity, and inclusion by providing mandates to ensure optimal student learning outcomes.

Overview of proposed new academic degree program:

Objective:

The Social Justice Advocacy Proficiency Certificate is an interdisciplinary program that allows students to gain knowledge to ensure access, equity, and inclusion in their future professions, within their future agencies, and in their communities. Each social justice-focused course challenges participants to examine their personal biases and to develop social justice outcomes at the end of each course. Graduates from this certificate program are equipped with the skillsets necessary for employment in an agency where cultural competence is valued, and utilized by employers supporting social justice advocacy initiatives.

Program Goals:

The certificate will:

- A. Provide students with the required knowledge and skillsets to prepare for work environments that support social justice components to succeed with networks, clients, supervisors, colleagues, and communities. This required knowledge includes, but is not limited to, cultural competence, the ability to access resources, and skills to assist with building allies for community partnerships.
- B. Prepare students seeking to enhance their knowledge and abilities in their current occupations in and outside of social service agencies.

Program Learning Outcomes:

Upon successful completion of the proficiency certificate program, students will be able to:

- A. Demonstrate understanding of social justice advocacy concepts e.g. access, equity, inclusion, and diversity.
- B. Analyze historical data regarding America’s discriminatory tactics that continue to hinder underserved populations.
- C. Explore avenues to engage communities, future colleagues, and politicians to influence change for oppressed groups.
- D. Develop advocacy plans that support citizens facing current discrimination based on immigration status, sexual orientation, race, ethnicity, income, and gender identity.

Long Term Program Evaluation:

The College wide assessment committee, along with the Institutional Research Development, work together to assess the program in the following manner:

- A. 90% of students will be satisfied with the program based upon graduation satisfaction surveys.
- B. 80% of students will achieve a score of “very good” or “higher” on assessment measurements given by instructors teaching the INTD courses e.g. INTD 110, 270, etc.

Assessment Tool	Target Audience	Purpose	Timetable
WEAVE	College Community	Document and collect data on goals and learning outcomes	Yearly
Program Enrollment	College Community	Monitor need for program	Yearly
Program Completion	College Community	Monitor retention and graduation rates	Yearly
Percentage of transfer to A.S. Human Services, Social Justice Advocacy	College Community	Assess percentage of students enrolling in degree Option Program	Yearly

Relationship of the program to institutional strategic plan:

In alignment with the College’s mission statement to provide high quality educational opportunities that promote student success, this program helps students primarily with attaining a job in the advocacy field. This certificate is accessible to all ~~students to all students~~. This certificate contains required courses in social justice advocacy, psychology, and sociology. Due to the nature of working in social services agencies, students need college level writing skills that

are helpful in these professional settings. The interdisciplinary focus is the foundation of the program.

*Degree holders enrolling in this program can provide official transcripts to demonstrate successful completion of ENG 101, SOC 101, PSY 101, and SOC 260 (or its equivalent) indicating a grade of C or higher for the course (s).

In alignment with the Strategic Direction 2, the certificate allows students the opportunity to enroll in interdisciplinary classes that align with the College’s mission in expanding the principles of PACDEI (President’s Advisory Council on Diversity, Equity, & Inclusion) for staff, students, and faculty. Furthermore, this certificate supports Strategic Direction 3, because the certificate allows for students to use their social justice advocacy knowledge in the workplace and in their respective communities if they choose to be involved in social justice activism.

Resources to Support Program:

The Humanities and Social Sciences Division has several instructors (tenured and tenure-track professors in addition to adjuncts) who can teach the major required courses in the certificate program. Specifically, members from the following areas are qualified to teach the classes: sociology, psychology, and interdisciplinary. Additional faculty is not likely necessary if the courses are mainly taught by full-time faculty members.

Certificate Program: Social Justice Advocacy Proficiency Certificate

Major Specialized Requirement	Credits
ENG 101 College Composition I	3
INTD 110 Introduction to Advocacy	3
INTD 270 Restorative & Social Justice	3
INTD 275 Restorative & Social Justice Fieldwork	1
PSY 101 Introduction to Psychology	3
SOC 101 Introduction to Sociology	3
SOC 260 Race & Ethnic Relations	3

Total Number of Credits Required: 19

Sufficient evidence of labor market demand for the program

**Quick Facts: Social Justice Advocacy Related Jobs
2021 Median Pay (Bureau of Labor Statistics)**

Social & Human Services Assistant
Median Pay: \$37,390
Typical Entry-level Education: High School or equivalent
Projected Growth: 17%

Community Health Worker

Median Pay: \$45,360

Typical Entry-level Education: High School or equivalent

Projected Growth: 16%

Occupational Health Safety Technician

Median Pay: \$49,960

Typical Entry-level Education: High School Diploma or equivalent

Projected Growth: 8%

Home Health & Personal Care Aide

Median Pay: \$29,430

Typical Entry-level Education: High School Diploma or equivalent

Projected Growth: 25%

The need to address the inequities in education, income, and social services aligns with the urgency for students to become social justice advocates. According to a study reported in Patch.com, about 10% of New Jersey's population is homeless; half of Hudson County's homeless live in Jersey City (<https://www/new-jersey/jersey-city-/city-has-half-hudson-county-homeless-population-study>)

Moreover, 16.4% of New Jersey adult residents reported any mental illness in the past year of 2018-19, according to Kaiser Family Foundation (<https://www.kff.org/other/state-indicator/adults-reporting-any-mental-illness-in-the-past-year/>). Data USA indicated that Jersey City had an overall poverty rate of 17.2%, with Hispanics at 26.9%, Whites at 24.7%, Blacks at 22.7%, Asians at 11.2%, and Other at 11.0% (<https://www.data.usa.io/profile/geo/jersey-city-nj#health>).

Duplication with comparable programs of study in the State

There are no Social Justice Advocacy Certificates at New Jersey two-year colleges. This program is a pioneering academic proficiency certificate (19 credits) that allows students to (1) access to employment in various human services/social justice related fields: food pantries; rehabilitation centers; homeless shelters; halfway houses; agencies supporting survivors of domestic abuse/violence; etc., and/or to (2) enhance cultural competency skills of degree holders e.g. Associates, Bachelors, Masters, Doctorate) seeking additional skillsets if graduates are currently working in the field of advocacy. Existing social justice advocacy related certificate programs at New Jersey post-secondary institutions require students to complete fifteen (15) credits and an 80-hour experiential learning activity (Seton Hall University-Social Work Policy & Justice); and fifteen (15) credits (Montclair State University-Child Advocacy & Policy).

Requirement of significant additional State resources

Non-Applicable