



**ARTICULATION AGREEMENT
BETWEEN**

Hudson County Community College

AND

Felician University

Bachelor of Science in Computer Science Program

OVERVIEW:

This formal program articulation agreement is made and entered into by Felician University, hereinafter referred to as Felician, and Hudson County Community College, hereinafter referred to as HCCC. By this agreement, HCCC and Felician express a shared commitment to increasing opportunities for student access and success in higher education. By clarifying transfer policies and procedures, which assure articulation between programs, the institutions seek to assist students in making a seamless transfer.

PURPOSE:

This agreement provides students who are enrolled in specific HCCC associate degree programs the opportunity to complete a Bachelor of Science in Computer Science with Felician University. HCCC students who are enrolled in HCCC's A.S. Computer Science and A.S. Computer Science (Cybersecurity Option) programs are guaranteed that Felician will accept designated freshman and sophomore Computer Science and Cybersecurity credit hours, general education credits required for the degree, plus any freshman and sophomore general education hours required by Felician beyond the HCCC credits. Felician will apply such to the Bachelor of Science degree in a manner consistent with the treatment of native students.

CONDITIONS OF TRANSFER:

Section I: Admissions and Matriculation

HCCC students maintaining continuous enrollment during the term of this agreement or matriculating into Felician within one year from the last registration date with HCCC will be afforded the same treatment and protection as Felician native students enrolled under the Felician catalog in effect the year the student officially matriculates from HCCC.

Criteria for acceptance into the Bachelor of Science will be the same for transfer as for native students.

Students seeking admission to Felician must have a minimum 2.00 cumulative grade point average (GPA) for all college work completed.

The grade point average used to determine admission to the baccalaureate program will be calculated based upon the academic policies of Felician University. Courses in progress will not be used for calculating GPA.

Students must supply official HCCC transcripts (and those from any other colleges) to Felician.

Transcripts will be evaluated by representatives from the Business & Information Sciences department and the Office of Admission at Felician University.

The Office of Admission at Felician has established application procedures and deadlines. Students should be directed to contact the Office of Admission for details or consult the Felician Undergraduate Academic Catalog.

Transfer students from HCCC will have access to financial aid, scholarships, and student services on the same basis as Felician native students. Students will be referred to Felician University's Financial Aid Office for more details.

Felician will apply the same academic progress and graduation standards to HCCC transfer students as those applicable to Felician native students.

Section II: Transfer of Credit

Academic courses taken at HCCC will be subject to the following rules for transfer of credit:

- A. Courses that are developmental (below 100 level courses) are not transferable toward a baccalaureate degree.
- B. Academic courses for which the student has earned a letter grade of A, B, or C will be accepted for transfer toward graduation credit hour requirements.
- C. Academic courses for which the student has earned a letter grade of C-, D+, or D will be accepted for transfer toward graduation credit hour requirements, but only when these courses have been applied toward the completion of an earned associate degree.

- D. Transfer credit earned under the conditions of Section II.C. above will apply only toward general education or elective requirements. Under no circumstances will this transfer credit be applicable toward major requirements.
- E. Courses with grades of (F) and (AU) do not count toward graduation credit hours.
- F. Students who have earned scores on Advanced Placement (AP) tests offered in high school may be awarded college credit after evaluation of official score reports from the College Entrance Examination Board. Accepted credit will be recorded on a student's transcript in accordance with the Felician grade policy. Credit is not granted for an AP score if the student completes a college course equivalent to the AP subject.
- G. Students may earn college credit by examination in the College Level Examination Program (CLEP) in selected subject areas if scores meet the score requirements outlined in Felician University's undergraduate academic catalog. Official scores must be submitted to the Office of Admission at Felician. Credit is not granted for CLEP scores if the student has completed a college course in the subject.

Section III: Program Plan: Courses Accepted from Hudson County Community College

Please see Appendix A outlining courses transferred from HCCC to Felician University's B.S. in Computer Science program. Per the NJ Transfer agreement, Felician University will waive its General Education requirements with the exception of two Religious Studies courses for students who have completed HCCC's A.S. in Computer Science or A.S. in Computer Science (Cybersecurity option) program. The General Education waiver portion of the NJ Transfer agreement is not applicable for students who have completed an A.A.S. degree at HCCC.

NOTE: Students must earn a minimum of 120 credits to obtain their Baccalaureate degrees. The credits posted as required to be taken at Felician University are the minimum. More courses may need to be taken at Hudson County Community College or Felician University to fulfill this graduation requirement. At least one half of the courses in the major must be Felician University courses. At least one half of the courses in the major must be at the 300 or 400 level.

INSTITUTIONAL RESPONSIBILITIES

Section I. Felician and HCCC will agree to provide the following services:

- A. Promote the articulation program in appropriate college publications and at recruitment and outreach activities.
- B. Work collaboratively to support and effectively administer this articulation agreement in the best interests of students.
- C. A representative of Felician will participate in related transfer days and college fair events at HCCC and meet with prospective students at scheduled information sessions and co-curricular activities, as appropriate.

- D. HCCC will provide Felician graduation lists of computer science graduates, or potential computer science graduates for Winter, Spring and Summer terms for the A.S. programs outlined in Appendix A. Such lists which will include graduates first name, last name, address, major and email and will be provided no later than December 1st, April 1st, and August 1st (respectively). Felician will use these lists solely for marketing and communication with graduates, and will otherwise keep such information confidential, and will honor “opt out” requests of students by ceasing further communication.
- E. Felician will provide HCCC with requested annual program outcome data for students enrolled through this agreement.

TERMS OF AGREEMENT:

This agreement is made and entered into in the academic year 2022-2023 and remains in effect through the 2024-2025 academic year unless changed in writing by mutual agreement of both parties, or earlier terminated. The agreement may be amended at any time with the approval of both parties and is subject to regular review to assure currency with the respective degree requirements. Notwithstanding the above term, should either party desire to discontinue this agreement, advance notification of one-year will be required.

CHOICE OF LAW:

This agreement shall be interpreted in accordance with the laws of the State of New Jersey without regard to New Jersey’s conflicts of laws provisions.

SIGNATURES:

Hudson County Community College and Felician University hereby enter into this program articulation agreement by the affixing of signatures of the appropriate chief executive officers and/or academic officers of both institutions.

For Hudson County Community College

 Dr. Christopher M. Reber Date
 President

 Dr. Darryl Jones Date
 Vice President for Academic Affairs



ASSESSMENT TECHNOLOGIES INSTITUTE, LLC ENTRANCE TESTING SERVICES AGREEMENT

Agreement: This Agreement (“Agreement”), effective as of _____ (“Effective Date”), is entered into by and between _____, having its principal place of business at _____ (“Customer”) and Assessment Technologies Institute, LLC, having its principal place of business at 11161 Overbrook Road, Leawood, Kansas 66211 (“ATI”). Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice.

This Agreement governs Customer’s administration of ATI’s proprietary Test of Essential Academic Skills (“TEAS®”) assessment, Customer’s responsibilities related thereto, and ATI’s payment to Customer in connection therewith.

ATI Products: Includes products, services and content produced and/or sold by ATI including, but not limited to, the TEAS® and related books and study materials (collectively, “ATI Products”).

ATI Ownership: All ATI Products, including the TEAS® and related books and study materials, are and shall remain the sole and exclusive intellectual property of ATI and are protected under all rights granted by copyright, trademark, patent, and trade secrecy laws or by any other statutory or common law protection obtained or obtainable. ATI’s name, and Product names, are trademarks and service marks belonging to ATI. All rights reserved. No part of the ATI TEAS® assessment and/or any ATI Products, services, or content may be resold, licensed, copied, stored or reproduced without written permission of ATI.

Customer Name and Logo: Customer’s name and logo are and shall remain the sole and exclusive intellectual property of Customer. Customer hereby grants to ATI a non-exclusive, limited license to use Customer’s name and logo on ATI’s website for the sole purpose of posting the dates that Customer will be offering the ATI TEAS® assessment.

Pricing: The following fee(s) will be charged to the student tester and is based on ATI’s current pricing schedule. ATI reserves the right to review pricing periodically and make adjustments at any time.

TEAS Testing Fee (Retained by ATI)	\$65.00
Scheduling Fee (Retained by ATI)	\$17.00
Proctor Fee (Paid to Customer)	_____
Facility Fee (Paid to Customer)	_____
Program Designation	_____ Nursing _____ Allied Health

Payment Terms: ATI will collect fees from student testers through its website. Proctor Fees and Facility Fees will be remitted to Customer no later than the 15th day after month end in the month following the test date.

ATI Remote Proctoring Services: At Customer’s option, the TEAS® assessments may be proctored through use of ATI Remote Proctoring Services described at <https://atitesting.com/remote-proctoring-terms/>. The Parties understand and agree that ATI Remote Proctoring Services are an additional measure of test security designed to enhance the overall integrity of the testing process for ATI assessments and, accordingly, use of ATI Remote Proctoring Services does not relieve Customer of its proctoring obligations or duty to ensure a secure test environment when administering the TEAS assessment.

Customer Payment Information:

To the order of: _____
Address: _____

Test Location:

_____ **State** **Zip**

Customer Responsibilities to ATI:

- A. Customer is responsible for administering the TEAS®.
- B. Customer and its proctors will at all times maintain the confidentiality, security and integrity of the ATI Products provided, placing special security emphasis on the secured and proctored TEAS® examination questions and answers. Customer is absolutely and unconditionally responsible to secure their facilities and procedures such that test data, questions and answers do not leave Customer’s control and custody at any time.
- C. Customer shall not alter, reproduce or copy ATI Products in any way, in whole or in part, and shall at all times assure that all copyright and other proprietary notices on ATI Products remain intact, unaltered and prominent. Customer shall never claim or suggest that any ATI Product is other than the intellectual property of ATI.
- D. Customer shall not utilize or permit to be utilized any ATI Products for whom the required student fee has not been paid to ATI.
- E. Customer shall ensure that all of its proctors have entered into an ATI Proctor Oath before proctoring the administration of the TEAS® assessment and that each proctor is fully informed by Customer of the security requirements in this Agreement. Customer is responsible for each of its proctor’s compliance with the terms in this Agreement and the ATI Proctor Oath.
- F. Assessment booklets must be returned to ATI immediately following the administration of an assessment. When returning the booklets, include the name of your school, complete the Return of Assessment Materials Form (available in the ATI Proctor Manual), and include it with the materials to be sent.
 - i. Make sure all booklets are checked for answer sheets before they are returned since they are destroyed upon receipt.
 - ii. An additional fee may be assessed if the booklets are not properly returned to ATI.
 - iii. Booklets should be returned using a traceable shipping method to:
ATI – Scoring Department
11161 Overbrook Road
Leawood, KS 66211

ATI Responsibilities to Customer:

- A. ATI will provide online scheduling services at www.atitesting.com.
- B. ATI will provide weekly rosters via electronic mail to Customer.
- C. ATI will pay monthly any monies due as a result of Proctor or Facility Fees.

Termination: The obligations of payment and of preservation of the security and ownership of ATI Products shall survive the termination of this Agreement. ATI reserves the right, in its sole discretion, to terminate this Agreement upon providing Customer with written notice, for any breach by Customer of the terms in this Agreement or if ATI, for any reason, in its sole judgment, determines that the security, confidentiality, or integrity of ATI Product(s), including but not limited to the TEAS®, is compromised in any way.

Limited Warranty: ATI warrants that it has the right and authority to make ATI Products available pursuant to this Agreement. EXCEPT FOR THE FOREGOING, ATI’S PRODUCTS, SERVICES AND MATERIALS ARE PROVIDED ON AN “AS IS” “AS AVAILABLE” BASIS AND ATI AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The liability of ATI under this Agreement shall in no event exceed the amount paid to ATI for the specific ATI Product or services from which a claim arises. ATI shall not be liable in any event for any special, indirect, incidental or consequential damages of any kind whatsoever (including, without limitation, attorney fees), even if advised of the possibility of such damages.

Miscellaneous: No waiver shall be binding unless in writing and signed by the party sought to be bound. No interest in this Agreement may be assigned by a party. This Agreement shall be governed by the laws of the State of Kansas. Venue and jurisdiction for any dispute hereunder shall be Johnson County, Kansas. This Agreement represents the complete agreement of the parties regarding the subject matter herein and may not be revised unless in a written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. All signed copies of this Agreement shall be deemed originals.

Agreed by:

Assessment Technologies Institute, LLC

[Customer]

Signature

Signature

Name

Name

Title

Title

Date

Date



MEMORANDUM OF UNDERSTANDING

June 15, 2023 – June 30, 2024

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 Hollywood Woodwork, a [insert entity information and applicable state], with a location at [2951 Pembroke Road, Hollywood, Florida 33020] (collectively, the HCCC and Hollywood Woodwork shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

The purpose of this MOU is to describe the responsibilities of each of the parties in regard to the Holz Technik Registered Apprenticeship program. This Holz Technik program is one of the advanced manufacturing apprenticeship programs sponsored by HCCC and included in the Registered Apprenticeship Sponsorship agreement has with the U.S. Department of Labor. HCCC and Hollywood Woodwork will work collaboratively to support apprentices in the Industrial Manufacturing Technician apprenticeship program (see attached brochure for a description of the program) and complete the related technical instruction (associate degree) virtually. The technical portion of the program will be provided by Hollywood Woodworking. The classroom portion of the program will be provided by HCCC.

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.

The Parties agree as follows:

1. HCCC will:

- a. Administer and coordinate the program in New Jersey, including providing a dedicated program coordinator.
- b. In partnership with Hollywood Woodwork, recruit, screen and select student candidates to be enrolled in the program. Hollywood Woodwork, at its sole discretion, will have the final determination of hiring student candidates to serve as Hollywood Woodworking apprentices/employees.
- c. Develop, deploy and deliver an accredited program that will include an Associate of Applied Science degree in Advanced Manufacturing (A.A.S.) with a Wood Technology option.
- d. Secure necessary permissions to offer all credentialed programs from the New Jersey Council of Community Colleges, the New Jersey President’s Council, and any other agencies which are required to grant accredited certificates and degrees.

- e. Schedule and provide virtual instructional facilities appropriate to the subject and modality of the instruction offered.
 - f. Provide student services, including registration, counseling, advising, tutoring, credentialing, facilities access, and the same academic support service, rights, and privileges afforded to all HCCC students.
 - g. Provide counseling and, as appropriate, alternative educational options for students removed from the program consistent with HCCC policy.
 - h. Charge Holz Technik apprentices the in-county tuition rate and advocate for Thomas Edison State University to charge Holz Technik apprentices the in-state tuition rate.
 - i. HCCC reserves the right to terminate any participating student's participation in the Program in accordance with HCCC's policies and procedures.
 - j. The parties agree that HCCC shall not be liable or responsible for any third-party claims arising out of events that occur on Hollywood Woodworking's facilities, or that relate to a student's employment or apprenticeship issues with Hollywood Woodworking.
2. Hollywood Woodwork will:
- a. Review all student candidates for the program, in collaboration with HCCC . Hollywood Woodwork also shall, at its sole discretion, hire those students who will participate in the program, and employ, as apprentices, those accepted students who formally enroll in the program, including incumbent employees.
 - b. Continue to employ students who remain in good standing, as determined by Hollywood Woodworking in its sole discretion, in the program, and remain enrolled in HCCC. All employed candidates shall be provided compensation and benefits consistent with local, state, and federal compensation, benefits, and taxation requirements, including, as applicable, minimum wage, overtime, and paid leave.
 - c. Establish, at its sole discretion, competency benchmarks for salary advancement before the apprenticeship.
 - d. Develop and maintain standards of conduct and performance for students to enter and remain in the program. Agree to consult with HCCC, but not need the approval of HCCC for final decisions in this regard, except that HCCC has the right to require that the standards of conduct and performance meet the relevant and applicable federal, state and local academic requirements for accreditation, as well as the pertinent regulations and laws of the State of New Jersey. Hollywood Woodwork will remain solely responsible for its decisions regarding the acceptance and removal of students into the program.
 - e. Provide ongoing mentoring and supervision of students in the program during the time the students remain in good standing in the program.
 - f. Maintain all appropriate insurance coverage, as determined by Hollywood Woodwork's insurers, and in compliance with state and federal law for all employed apprentices, visiting candidates, visiting students, faculty and staff, while on site at the Hollywood Woodwork facility at 2951 Pembroke Road, Hollywood, Florida 33020, or at other facilities owned, operated, or under the control of Hollywood Woodwork. HCCC shall be named as an additional insured on Hollywood Woodwork's insurance policies. Insurance coverage for student employees and/or apprentices shall, at a minimum, be in such types and amounts as required by law. Such coverage shall not include claims that occur while any employed apprentices, candidates, visiting students, faculty and staff, or any other individuals related to the program are traveling to or from the Hollywood Woodwork facility except if they are

doing so as part of the program. Further, Hollywood Woodwork shall only be liable for claims that occur at its facility at 2951 Pembroke Road, Hollywood, Florida, or other facilities owned, operated or under the control of Hollywood Woodwork, unless otherwise required by law, or unless Hollywood Woodwork is otherwise at fault or responsible. The parties agree that Hollywood Woodwork shall not be liable or responsible for any third-party claims arising out of events that occur on the HCCC campus or facilities, or that relate to accreditation issues or the educational component that occurs at the HCCC campus or facilities, except to the extent that the claim arises out of an apprentice's employment with Hollywood Woodwork.

3. Both parties agree:

- a. Each student's enrollment in this program is subject to the sole discretion of Hollywood Woodwork, consistent with the standards of academic performance, workplace performance, and conduct as agreed on by both parties. Hollywood Woodwork will remain solely responsible for its decisions regarding student enrollment (or enrollment refusal) into the program.
- b. Students in the program will be at-will employees of Hollywood Woodwork and may be removed from employment at any time in a manner in conformity with applicable law. As determined by Hollywood Woodwork, students who fail to make satisfactory progress may be removed from employment or remain employed in an alternative capacity that Hollywood Woodwork decides in its sole capacity. If a student is removed from employment due to the failure to make satisfactory progress, such removal shall be considered removal for cause. Hollywood Woodwork will remain solely responsible for its decisions regarding the removal of students from the program. To the extent necessary, the parties will cooperate with respect to the State of Florida's documentation for any unemployment claims filed by such removed students to the extent permitted by law. A decision by Hollywood Woodwork to remove a student from employment with Hollywood Woodwork, or to employ them in an alternative capacity with Hollywood Woodwork, shall also constitute a decision by Hollywood Woodwork to remove that student from the program. A student removed from the program by Hollywood Woodwork may, as set forth in section (c), below, be eligible to be enrolled in an academic program at HCCC, as determined in HCCC's sole discretion.
- c. Students released from employment by Hollywood Woodwork or remain employed in an alternative capacity retain their enrollment in and credit earned at HCCC and are eligible to enroll in academic programs at HCCC, subject to the Academic Policies in the HCCC Catalog in force at the time of the student's release.
- d. To reflect increases in program and instructional costs, HCCC may require an increase in payment annually. Notifications regarding increases will be made prior to the beginning of the fiscal year.
- e. Either party may terminate this agreement on 90 days notice. However, students currently participating in the program shall be entitled to complete the current semester.
- f. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement of may be modified as necessary.

- g. Each party shall defend, indemnify and hold the other party, its officers, directors, employees, agents and representatives harmless in connection with third-party claims brought against a party arising out of the negligence or misconduct of the indemnifying party, its officers, directors, employees, agents, contractors and/or representatives.

3. Term

The term of this agreement is for the period June 15, 2023 – June 30, 2024. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Without such new agreement or written renewal, the agreement shall terminate. Further, either party may terminate this Agreement upon providing ninety (90) 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

Pay a mutually-agree upon amount each per year, starting on a date to be mutually agreed upon while the program is in operation. This amount will be consistent with those costs outlined in the slides attached hereto as 'Holz Technik Overview and Costs'. Once the fees and costs are agreed upon, the amounts and payment terms will be set forth in a written amendment to this agreement signed by both parties. The program shall not commence until there is a written agreement on fees and costs.

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 or the obligations of the parties thereunder 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, Hollywood Woodwork 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, Hollywood Woodwork 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.

10. 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 Hollywood Woodwork:

(Address)

Attention:

As to the College:

Hudson County Community College

26 Journal Square

Jersey City, New Jersey 07306

Attention: Jeff Roberson, Director of Contracts and Procurement

11. Independent Contractors

The relationship between the parties shall be that of independent contractors, and not as each other's agent, partner, joint venture or other relationship.

Agreed to as of the dates set forth in the agreement:

Sebastien DesMarais
President
Hollywood Woodwork

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Greater Bergen Community Action

July 1, 2023 – June 30, 2024

The Memorandum of Understanding (“MOU” or “Agreement”) 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 Greater Bergen Community Action (GBCA), a [insert entity information and applicable state], with a location at [] (collectively, the HCCC and GBCA shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

Description

Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and the Greater Bergen Community Action (GBCA) have established a partnership whereby HCCC CEWD will deliver Diversity and Team Building trainings during Greater Bergen Community Action’s Pre-Service Training.

Roles and Responsibilities

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

Greater Bergen Community Action

- a) Will assign an individual to be the main contact for the training.
- b) Will consult with HCCC to determine the workforce training schedule.
- c) Agrees to design a 4-hour workforce curriculum in Diversity Training: Celebrating Diversity in the Workplace and Team Building.
- d) Agrees to provide employee information to HCCC for the purpose of registering them into CEWD’s student database.
- e) Agrees to provide attendance records for the trainings.
- f) GBCA shall be responsible for its actions as well as the actions of its members and anyone taking classes. GBCA agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or third-party 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 GBCA member interaction.

HCCC

- a) Will assign an individual to be the main contact for the training.
- b) Agrees to consult with GBCA regarding the workforce training program schedule.
- c) Will provide instruction in-person at Wyndham Garden North Bergen.
- d) Will adhere to the training schedule which will take place during August 28th to 29th of 2023. Any changes will be made in consultation with GBCA.
- e) Will provide training for up to 150 employees.
- f) Will provide qualified instructor(s) for the training program.
- g) Will recruit and hire an instructor's assistant for the training program.
- h) Will include the cost of book and materials for students.
- i) Will record and maintain student attendance.

Invoicing

- a) Agrees to pay HCCC \$1,500 as follows: 50% upon signing the agreement and 50% no later than 30 calendar days following the end of training.
- b) HCCC will submit an invoice for payment according to the terms of the agreement.
- c) Unpaid or late invoices shall accrue interest at the rate of 1% per month on the late or unpaid amount.

Dispute Resolution

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

Governing Law

- a) 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, and provisions therein.
- b) The rights of the Parties 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.

Cancellations

GBCA will notify HCCC at least five business days before the class start date of any cancellations unless in cases of emergency such as power outages or inclement weather. There is a cancellation fee of \$100 for notices given less than five business days. In addition, GBCA will be responsible for any and all fees and costs incurred by HCCC in preparation for providing the class, including amounts paid to individuals retained to provide the class.

No Modification Unless in Writing

No modification of this MOU shall be valid unless in writing and agreed upon by both parties.

Notices

- a) 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 the Greater Bergen Community Actions:

(Address)

Attention:

As to the College:

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

Provisions and Amendments

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this



agreement is for the period of July 1, 2023 – June 30, 2024, and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement or an amendment to this agreement.

Greater Bergen Community Actions

Hudson County Community College

By: _____

By: _____

Date: _____

Date: _____



MEMORANDUM OF UNDERSTANDING

June 14, 2023 – June 13, 2024

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 RIPT Dispensary LLC a New Jersey limited liability company, with a retail location at 220 Broadway, Jersey City, New Jersey (collectively, the HCCC and RIPT Dispensary 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 RIPT Dispensary to 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. RIPT Dispensary, will work with management, ownership, staff, and other partners to support these initiatives. Both HCCC and RIPT Dispensary, 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.

RIPT Dispensary

- 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, when relevant positions become available, beginning within 60 days of retail store opening.
- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Use RIPT Dispensary resources, financial and otherwise, to promote HCCC Cannabis programs as mutually agreed by the parties.

- e. Contribute towards a Cannabis Scholarship Fund annually for students from Hudson County in a mutually agreed manner.

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 RIPT Dispensary, 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 June 14, 2023 – June 13, 2024. 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 of this Agreement shall not change RIPT's obligation to make the contribution to the Cannabis Scholarship Fund set forth above. 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, RIPT Dispensary 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, RIPT Dispensary 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.

10. 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 RIPT:

(Address)

Attention:

As to the College:

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

11. Independent Contractors

The relationship between the parties shall be that of independent contractors, and not as each other's agent, partner, joint venture or other relationship.

Agreed to as of the dates set forth below:

Name
Title
RIPT Dispensary

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

**Addendum to Agreement Between
Hudson County Community College
and
New Jersey Reentry Corporation
June 12, 2023 – February 11, 2024
Summer Institute Year 1**

This Addendum to Agreement (“Addendum”) effective as of June 12, 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) headquartered at 591 Summit Avenue, 6th Floor, Jersey City, NJ 07306, and operating the Governor’s Reentry Training & Employment Center, located at 195 Campus Drive Kearny, New Jersey 07032. (HCCC and NJRC are each individually a “party” and collectively “parties”);

WHEREAS, NJRC and HCCC are parties to an agreement (“Agreement”) effective as of January 1, 2022, and with a term through December 31, 2025; and,

WHEREAS, the parties wish to amend the Agreement in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and intending to be bound thereby, the parties agree to amend the Agreement as follows:

Description – Summer Institute Year 1

This innovative program will provide 183 court-involved young adults, ages 18-25, with comprehensive job training and industry-recognized credentials that will ready them for a variety of in-demand and family-sustaining careers. Participants will have the opportunity to take courses on general construction and forklift operation while earning OSHA 30 certification. Participants can also take culinary courses, Emergency Medical Responder (EMR) and Emergency Medical Technician (EMT) courses at RJW Barnabas, and courses on Phlebotomy and becoming a Peer Recovery Specialist (a professional who has successfully completed the recovery process and now helps others going through the same process). Additionally, they can learn Microsoft basics and receive Cisco Certification.

HCCC will evaluate the training programs to determine if credit can be articulated towards an academic certificate or degree in accordance with HCCC’s existing policies and procedures. Further, HCCC will develop academic proficiency certificates to create pathways to a degree, for the Year 2 Summer Institute.

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

I. Purpose and Goals

The primary objective of this Addendum is to establish a partnership between HCCC’s Division of Continuing Education and Workforce Development (HCCC CEWD) and the

NJRC whereby HCCC CEWD will be the administrative lead for the NJ Pathways funding for the Summer Institute as well as deliver Certified Phlebotomy Technician training and Computer Basics training, as per previous agreements.

II. Institutional Responsibilities

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

NJRC

- a) NJRC will provide information required to comply with monthly reporting for NJ Pathways and any additional requests for information.
- b) NJRC agrees to provide classrooms for training onsite at the Training and Employment Center for the Summer Institute, provided by Safety4Safety, Solar One, Mainstream Recovery, and the Camden Dream Center.
- c) NJRC agrees to recruitment of clients for all training classes and notification to clients to assure that members are in attendance at the assigned times.
- d) NJRC agrees to allow HCCC the right to interview clients prior to enrollment and make the final decision on registration in consultation with NJRC.
- e) NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
- f) NJRC agrees to obtain required documentation for NJ Pathways or other grant documentation requirements.
- g) NJRC agrees to provide HCCC with the curriculum for each of the training classes included in the Summer Institute for the purposes of determining if credit can be articulated.
- h) 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.

HCCC

- a) HCCC agrees to consult with NJRC regarding training course schedules. All schedules shall be mutually agreed upon.
- b) HCCC will provide classroom-based instruction in Certified Phlebotomy Technician and Computer Basics.
- c) HCCC will hold the training classes at the HCCC Journal Square Campus location.
- d) HCCC will develop and/or provide curricula for each training class requested.
- e) HCCC will record and maintain student attendance.

- f) HCCC will provide final evaluations and certificate of completion for those who successfully complete the program.
- g) HCCC will evaluate curriculum of training classes in the Summer Institute to determine if credit can be articulated.

III. Payment

- a. Tuition for each course has been determined for the Summer Institute (see Attachment 1).
- b. HCCC CEWD and NJRC will work collaboratively to use the available funding stream to cover the cost of training and instruction provided by NJ Pathways where possible.
- c. In the event that a student cannot secure funding for a course, such student will not be permitted to enroll in the course and/or will be dropped from enrollment in the course, as applicable.

Shared Responsibilities of Parties

- 1. HCCC and NJRC will work collaboratively to support and effectively administer this agreement in the best interest of the students.
- 2. HCCC CEWD and NJRC will work collaboratively to use NJ Pathways funding to cover the cost of training, instruction, and infrastructure needs, as outlined in the NJ Pathways budget (see Attachment 2).
- 3. HCCC and NJRC will regularly communicate regarding changes in program requirements and any other relevant issues and / or concerns.
- 4. HCCC and NJRC agree to promote this Addendum in appropriate publications and at recruitment and outreach activities.
- 5. NJRC agrees to distribute information provided by HCCC to its clients regarding the educational offerings provided by HCCC.
- 6. To the extent allowable by applicable law, except as may be set forth elsewhere in this Addendum 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. NJRC agrees to provide office space for an on-site HCCC representative at the Training and Employment Center to meet with students.
- 8. The parties agree that HCCC's code of conduct shall be applicable to the courses and instruction offered directly by HCCC under this Addendum as if said code of conduct was developed and implemented for this Addendum, and that HCCC shall be entitled to enforce same against any student who violates the code of conduct, including the removal of any student that violated the code of student conduct.

I. Dispute Resolution

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

II. Governing Law

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

III. Assignment

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

IV. Notices

Any notices required or permitted to be given pursuant to the terms of this Addendum 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: Anthony Campisi, Training Director

cc: Rahat A. Chatha, General Counsel

New Jersey Reentry Corporation

591 Summit Avenue, Suite 605B

Jersey City, NJ 07306

As to the College:

Hudson County Community College

26 Journal Square

Jersey City, New Jersey 07306

Attention: Jeff Roberson, Director of Contracts and Procurement

V. Provisions and Amendments

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

VI. Addendum Review

The term of this Addendum shall be for eight months, from June 12, 2023 through February 11, 2024. Prior to the expiration of this Addendum, the Parties shall meet to review the terms of the Addendum 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 Addendum, 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 Addendum 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 Addendum may be terminated by either Party upon ninety (90) days' written notice to the other Party.

VII. General Provisions:

- a. Neither party shall have the right to assign this Addendum without the prior written consent of the other party.
- b. This Addendum 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 Addendum 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 Addendum have the full authority to do so.
- e. The parties may execute this Addendum in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this Addendum shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This Addendum may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement
- h. In the event of a conflict between this Addendum and the Agreement, the provision of this Addendum shall control.

X. Signatures

New Jersey Reentry Corporation

Hudson County Community College

By: _____

By: _____

Governor James McGreevey, Chairman

Dr. Christopher M. Reber, President

Date

Date

**New and On-Going Partnerships with Hudson County High Schools for the
Delivery of Credit Course Instruction for Academic Year 2023-2024
Under the Early College Program.**

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

The tuition for the Early College Program will be determined on an annual basis by agreement with the individual school districts, charter, or private schools, and based on the type of selected course(s), instructor(s), and location. For the 2023-2024 academic year (Fall/Spring/Summer I/Summer II) the majority of course offerings will carry a tuition rate of \$77.50 per credit, and will be applied for classes taught by HCCC faculty.

Differentiated tuition per credit will be applied for courses taught on the high school campus by the high school faculty during the day (\$38.75) or where HCCC provides some equipment/supplies (\$77.50). The College will waive all general HCCC fees with the exception of selected laboratory fees. HCCC will not bill students directly for tuition, unless the school district identifies the students as self-paying students. Any required transportation or textbook will be provided by the high school or student.

A. Bayonne Board of Education (Bayonne High School)

Bayonne Board of Education has partnered with Hudson County Community College (HCCC) to provide an Associate Degree in Liberal Arts to students selected by Bayonne High School. The agreement began in Academic Year 2020-2021, and the 4th cohort will begin this year. The instruction will be performed by either HCCC faculty on the Hudson County Community College campus or HCCC-approved High School faculty on the high school campus through at least the 2026-2027 academic year. The high school will also have its first cohort receiving an Associate Degree in Liberal Arts General Studies in May, 2024.

B. Cranford Board of Education (Cranford High School)

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

C. Harrison Board of Education (Harrison High School)

Since 2014, the inaugural year of Early College's partnership with Harrison High School, over 100 students have been served and supported. Harrison High School will continue their partnership for the sixth year and will be selecting seniors who are college ready to take Psychology, Sociology, Speech, and Political Science and, for the first time this upcoming academic year, Precalculus, at the Journal Square Campus of Hudson County Community College taught by HCCC faculty. Our partnership includes a two-year culinary program in which students will earn 10 credits towards in Culinary and Hospitality. The program starts in the junior year and ends their senior year. The courses, in sequential order, are HMT-110 (Introduction to the Hospitality Industry), CAI-115 (Food Sanitation & Culinary Principles), CAI-114 (Table Service I), CAI-118 (Pantry and Breakfast Cookery), and CAI-117 (Production Kitchen Skills I). Students in the graduating class of 2018 were part of the first senior class at Harrison to complete the program and receive a certificate of completion on May 11, 2018.

D. Hoboken Charter School

Hoboken Charter School may enroll students in up to 18 college-credit courses at the HCCC campus. This is the fifth year students will enroll in courses.

E. Hudson County Schools of Technology (County Prep High School)

A Psychology course has been offered during the day for the past three years and is taught by an HCCC approved high school instructor. Through this arrangement, students satisfy their high school curriculum requirement and earn college credits for the course as well. The partnership will continue for the upcoming 2023-2024 academic year.

Select courses from the Associate of Applied Science in Early Childhood Education will be offered because of a grant received for the 2023-2024 academic year by the high school. The grant will cover the tuition for nine participating students. The grant will also pay for any books required by the courses, which the school will purchase directly. The students will have the opportunity to earn 11 CDP credits, which will permit them to sit for the Childcare Development Associate (CDA) license upon high school graduation.

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

Finally, 2023-2024 will see the introduction of a new articulation agreement for Exercise Science and Personal Fitness. Students will be able to complete: EXS-115 Sports Nutrition, EXS-110 Fitness Training Methods, PFT-202 Program Design and Implementation, PFT-220 Advanced Personal Fitness, and PFT-240 Personal Training Internship over the course of four years through a dual enrollment arrangement. Students who successfully complete all courses will also have the opportunity to sit for the national certification exam in Personal Training from the National Academy of Sports Medicine (NASM).

F. Hudson County Schools of Technology (High Tech High School)

Now in the 8th year of partnership, 38 High Tech High School graduates have earned their Associate Degrees in Environmental Studies and Science and Mathematics at the same time that they earned their high school diplomas. Select courses are taught concurrently, enabling students to satisfy the requirements for the high school curriculum while earning college credit.

Additionally, Early College will continue to enroll 10th, 11th, and 12th graders for Introduction to Psychology, and Introduction of Sociology for the fall and spring semesters.

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

For the past nine years, HCCC and Jersey City Board of Education (JCBOE) have collaborated to offer college level courses in Criminal Justice and Culinary Arts to high school students from Lincoln High School. Since the Summer I, 2014 semester, JCBOE juniors have enrolled in Introduction to Psychology and Introduction to Sociology. General education course offerings in ENG-101 (English Composition I), MAT-100 (College Algebra), PSY-101 (Introduction to Psychology), and SOC-101 (Introduction to Sociology) have been extended to seniors since Spring 2015.

In the 2021-2022 academic year, JCBOE celebrated their second group of students earning an Associate Degree upon graduation. During the 2022–2023 academic year, the final group of students from the initial pathway cohorts completed their degree requirements. After a hiatus in recruiting due to the pandemic, Ferris, Lincoln, and Innovation High Schools recruited 9th graders into new degree-seeking pathways. The pathways involve a combination of dual enrollment courses as well as courses taught by HCCC instructors. These high schools will continue the pathway programs, recruiting new 9th grade cohorts for 2023-24.

Also continuing into the 2023-2024 academic year, up to 20 students will enroll in three Culinary Arts courses (Food Sanitation and Culinary Principles, Pantry and Breakfast Cookery, and Bakeshop I). The classes will be taught by HCCC faculty for 12 Fridays in both the fall and spring semesters. Students will earn seven college credits upon successful completion of the program. Additionally, students who successfully complete the Food Handler Exam will receive a Food Handler Certificate from The National Restaurant Association. JCBOE will cover the costs related to tuition, fees, supplies, textbooks, uniforms, and other program related expenses.

For the Police and Fire Program, up to 25 students are expected to enroll in two 3-credit Criminal Justice courses: CRJ-111 (Introduction to Criminal Justice) and CRJ-120 (Introduction to Criminal Law).

2022-2023 saw a new articulation agreement begin in Supply Chain Management with students from Ferris High School. That program will also continue in 2023-2024 as part of the NJ Pathways Grant.

H. Kearny Board of Education (Kearny High School)

Beginning in the 2021-2022 academic year, the College began a new partnership with KHS that allows up to 25 students to earn an Associate of Arts in Liberal Arts General upon high school graduation through a

combination of dual enrollment classes at the high school and courses taken after school taught by HCCC faculty. This agreement enters its third year with a new 9th grade cohort participating.

I. Marion P Thomas Charter School

HCCC will enter the third year of its partnership with the Marion P. Thomas Charter School, located in Newark, to provide dual enrollment instruction in Culinary Arts at the high school's campus. The agreement includes two classes, CAI-117 (Production Kitchen Skills I) and CAI-119 (Bakeshop I) being offered as dual instruction in the Spring 2023 semester. Discussions are ongoing regarding expanding the partnership to include students attending Culinary classes on the HCCC Journal Square Campus.

J. Newark Board of Education

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

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

HCCC and North Bergen High School (NBHS) will continue to collaborate for 2023-2024 academic year. Students will enroll in PSY-101 (Introduction to Psychology), ACC-121 (Principles of Accounting I), ACC-221 (Principles of Accounting II), and MAN-121 (Principles of Management). All classes that are offered at the high school are taught by HCCC-approved high school instructors. Courses will be offered for a full academic year, following the high school calendar.

L. Orange Public School District (Orange High School)

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

M. Rising Star Academy (RSA)

Rising Star Academy, a private school located in Union City, established a partnership with HCCC in 2011 to provide a diverse selection of courses for the high school students. Approximately 20 students are selected each year to take 6-18 college credits in a combination of dual enrollment classes and those taught at the North Hudson Campus. RSA allows students in 10th, 11th and 12th grades to participate in the program. In the 2023-2024 academic year, the partnership will include sections of CSC-100 (Intro to Computers and Computing), CSC-111 (Computer Science I), BIO-107 (Human Biology), CHP-111 (College Chemistry), MAT-110 (Precalculus), and ENG-112 (Speech).

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

HCCC and the Union City Board of Education have collaborated for 10 years to offer college-level courses for their high school students. In the 2023-2024 academic year, courses will be offered to students from Union City High School (UCHS) at the high school. The partnership includes allowing 11 high school students to take courses in the Culinary Arts Program. The courses are CAI-115 (Food Sanitation and Culinary Principles), CAI-118 (Pantry and Breakfast Cookery), and CAI-119 (Bakeshop I). Classes are taught by HCCC faculty on the HCCC campus for 12 Fridays in both the Fall and Spring Semesters. Students earn seven (7) college credits upon successful completion of the program. In the 2023-2024 academic year, students funded through a Perkins Grant will enroll in 11 credits, which will qualify them to sit for the examination to earn the Childcare Development Associate (CDA) license upon high school graduation.

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

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

P. West Orange Board of Education

A partnership began with the West Orange Board of Education in the 2020-2021 academic year to offer seven credits in Culinary Arts through a dual enrollment agreement in CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery). High school instructors approved by the Dean of Business, Culinary Arts and Hospitality Management teach the classes. The program will continue for its third year in the 2023-2024 academic year.

INVENTORY OF SCHOOL DISTRICTS:

Separate agreements have been executed with the following school districts:

1. Bayonne Board of Education – Bayonne High School
2. Cranford Board of Education – Cranford High School
3. Harrison Board of Education – Harrison High School
4. Hoboken Charter School
5. Hudson County Schools of Technology Board of Education – County Prep High School
6. Hudson County Schools of Technology Board of Education – High Tech High School
7. Jersey City Board of Education
 - a. William L. Dickinson High School
 - b. Henry Snyder High School
 - c. James J. Ferris High School
 - d. Liberty High School
 - e. Innovation High School

- f. McNair Academy
- g. Lincoln High School
- 8. Kearny Board of Education – Kearny High School
- 9. Marion P Thomas Charter School
- 10. Newark Board of Education
- 11. North Bergen Board of Education – North Bergen High School
- 12. Orange Public School District – Orange High School
- 13. Rising Star Academy
- 14. Union City Board of Education – Union City High School
- 15. West New York Board of Education – Memorial High School
- 16. West Orange Board of Education – West Orange High School



NEW JERSEY
 OFFICE
 of the
 SECRETARY OF
 HIGHER
 EDUCATION

ACADEMIC
 ISSUES
 COMMITTEE
 of the
 NEW JERSEY
 PRESIDENTS'
 COUNCIL



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	Proficiency Certificate in Music and Audio Production
Degree Designation	Proficiency Certificate
Degree Abbreviation	MAP.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.

Hudson County Community College operates under the authority of the New Jersey Commission on Higher Education and is an Accredited Institution and Member of the Middle States Commission on Higher Education (MSCHE) www.msche.org.

Hudson County Community College's accreditation status is Accreditation Reaffirmed. The Commission's most recent action on the institution's accreditation status on June 27, 2019 was to reaffirm accreditation.

MSCHE is an institutional accrediting agency recognized by the U.S. Secretary of Education and the Council for Higher Education Accreditation (CHEA). (Middle States Commission on Higher Education 1007 North Orange Street 4th Floor, MB #166 Wilmington, DE 19801; phone: 267-284-5011.)

For additional information:

Dr. Heather DeVries
Accreditation Liaison Officer
70 Sip Avenue, Fourth Floor
Jersey City, NJ 07306

(201) 360-4660
hdevries@hccc.edu

- 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.*

Qualified Faculty, Instructors or Staff Instructors:

The proposed Proficiency Certificate would necessitate hiring qualified faculty with appropriate applied knowledge and adequate academic credentials. The supervising Dean, Dr. Alison Wakefield, Dean of Humanities, Social Sciences, English as a Second Language (ESL), and Academic Foundations English (AFE), and the supervising Coordinator, Dr. Alison Bach, Coordinator of Humanities, have committed to hiring adequate and appropriate faculty to support the inaugural cohort of the Proficiency Certificate. Those faculty would include a single, full-time faculty member to serve as coordinator for the program, as well as a cadre of 2 to 3 adjunct instructors to teach courses and

support student advisement.

Administrators:

The proposed Proficiency Certificate would rely on administrative staffing and infrastructure already in place in the offices of the supervising Dean, Dr. Alison Wakefield, and the supervising Coordinator, Dr. Alison Bach. That staffing and infrastructure is appropriate for and capable of handling the increased administrative needs that would result from the proposed program.

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.*

Plan:

To implement the proposed Proficiency Certificate, the supervising Dean, Dr. Alison Wakefield, and the supervising Coordinator, Dr. Alison Bach, will need to complete the following:

- (1) Summer - Fall 2023: Secure Perkins Grant funding for a 20 to 25-seat computer lab appropriate for music and audio production, for a recording Studio for music and audio production, and for an inventory of musical instruments (budget estimates for all three have been provided by the consultant).
- (2) Fall 2023: Conduct search for and hire a full-time coordinator with appropriate applied knowledge and adequate academic credentials.
- (3) Spring 2024: In conjunction with coordinator, conduct search for and hire a cadre of 2-3 adjunct instructors with appropriate applied knowledge and adequate academic credentials.

Qualified Faculty, Instructors or Staff Instructors:

The proposed Proficiency Certificate would necessitate hiring qualified faculty with appropriate applied knowledge and adequate academic credentials. The supervising Dean, Dr. Alison Wakefield, and the supervising Coordinator, Dr. Alison Bach, have committed to hiring adequate and appropriate faculty to support the inaugural cohort of the Proficiency Certificate. Those faculty would include a single, full-time faculty member to serve as Program Coordinator, as well as a cadre of 2 to 3 adjunct instructors with appropriate applied knowledge and adequate academic credentials to teach courses and support student advisement.

Administrators:

The proposed proficiency certificate program would rely on administrative staffing and infrastructure already in place in the offices of the supervising Dean, Dr. Alison Wakefield, and the supervising Coordinator, Dr. Alison Bach. That staffing and infrastructure is appropriate for and capable of handling the increased administrative needs that would result from the proposed program.

Facilities:

The supervising Dean, Dr. Alison Wakefield, and the supervising Coordinator, Dr. Alison Bach, have identified a space that could serve as a computer lab for the proposed Proficiency Certificate Program. Through leveraging the facilities and resources already present in the Humanities area of HCCC, pending adequate Perkins grant funding, the current lab facilities appear well-resourced and ready to support the proposed Proficiency Certificate curriculum.

The proposed Proficiency Certificate would benefit from the development of a dedicated recording facility. The consultant has provided the supervising Dean, Dr. Alison Wakefield, with budget estimates for the development of such a studio. Through leveraging the facilities and resources already present in the Humanities area of HCCC, pending adequate Perkins grant funding, the current classroom facilities appear well-resourced and ready to support the development of a dedicated recording facility.

Information Technology Services:

HCCC has a full-service Information Technology Services Department (ITS) with a Chief Information Officer leading the department and reporting to the Vice President for Finance and Administration. 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 software and systems.

Hudson County Community College (HCCC) continues to make considerable investments and advancements in deployment and use of its technological resources. HCCC has implemented several major initiatives and steps towards achieving its goal in supporting the College's mission. In addition to striving toward the most effective use of technology, ITS provides excellent customer service to the College.

The mission and purpose of ITS are to provide technology services and support for faculty, administration, staff, and students. Consequently, ITS would be an important stakeholder in the establishment of and maintenance of this technology dependent program.

Career Services:

Career Services is at the unique intersection of serving students, faculty and staff, and the HCCC local community to help constituents find productive and purposeful work leading to prosperous lives. Career Services would work in conjunction with the proposed Program Coordinator to help students find appropriate employment commensurate with completing the proposed Proficiency Certificate.

- ☒ 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.*

Program Objectives:

The proposed Proficiency Certificate in Music and Audio Production would serve students who wish to pursue careers in music, media, and entertainment that require digital music and audio production skillsets. Such careers include working in music and audio production, audio production for media, broadcast production, digital media editing, live sound production, and corporate audio, among others.

Students in the Proficiency Certificate program will complete a 6-course sequence that includes 2 foundational courses and 4 core proficiency courses.

Upon completion of the Music and Audio Production Proficiency Certificate program, certificate holders will:

- (1) Understand and demonstrate developing fluency with key terms, concepts, and competencies associated with professional and creative practices and applications of music and audio production.
- (2) Understand and demonstrate developing proficiency with digital audio workstations, audio hardware, digital audio data, music and audio systems, software instruments and sequencing, MIDI, synthesis, sampling, and music and audio software systems.
- (3) Conceive of, plan for, and execute music and audio production projects reflective of contemporary music and audio production practices and varying studio environments.
- (4) Have completed a portfolio of work demonstrating competencies, technical skills, and creative work in music and audio production appropriate for presentation to prospective employers.

Program Outcomes for the proposed Proficiency Certificate reflect Essential Competencies published by the National Association of Schools of Music for programs in music technology. [NASM Handbook, numbers 1, 2, 3, 4, 5, 6, p. 114]

Upon completion of this course sequence students will demonstrate the following:

- (1) Basic understanding of the scope, integrative nature, and various functions of music technology as a field, including acquaintance with various applications of music technology in music, technological development, research, pedagogy, and in other fields.
- (2) Knowledge of and ability to use various terminologies and procedures in music technology, music, and technology, and their combinations as employed in and associated with the work of music technology. This includes, but is not limited to, their respective vocabularies of practice, ways work is conceptualized, developed, synthesized, and finalized, and phases of production, presentation, and/or distribution.
- (3) Ability to solve music technology problems, including (a) problem identification, information gathering, solution development, and testing, and (b) knowledge and skill to produce case-specific decisions about what is useful, usable, effective, and desirable during the course of music technology project development and production.

(4) Ability to describe and respond to the needs or expectations of users, audiences, and/or contexts associated with doing professional work in two or more areas of music technology.

(5) [Basic] capabilities in specific areas of musicianship consistent with the music technology areas that constitute the degree program's focus. Aural skills are essential. Abilities to apply [Basic] knowledge of the properties of musical structures and processes to solving music technology problems are essential. [Nota Bene: The NASM Essential Competency for this area calls for "advanced" knowledge. In the contexts of the AAS and Proficiency Certificate programs, students would likely meet basic knowledge and proficiency. Advanced knowledge and proficiency would be targets for students transferring to 4-year institutions. Advanced knowledge and proficiency might result from certain internship opportunities.

(6) Fundamental knowledge of current technologies and technological principles widely applicable to music technology, including but not limited to those associated with recording, manipulating, and presenting music and sound, signal flow and processing, music communication protocols, synthesis and interface technologies, sound synthesis, and interactive and generative media.

Recruitment:

(1) Spring 2024: Recruit students via marketing communications and outreach. Three pools of potential students in the immediate area include: (a) Jersey City's County Prep High School Music Technology program; (b) The Boys and Girls Club of Hudson County, which hosts a Teen Tech Center that features a recording studio, and (c) Existing HCCC students interested in adding a certificate credential, such as students studying digital art, electronics engineering technology, computer technology, or related fields.

(2) Fall 2024 enroll initial cohort of students (12).

(3) Grow program in subsequent semesters accordingly (12 each year such that the program serves 24 students at any given time).

Careers, Professions, Practices:

The proposed Proficiency Certificate would provide students with a credential pertinent to three closely related career fields Music Technology (CIP Code 50.0913), Recording Arts Technology/Technician (CIP Code 10.0203), and Audio Engineering Technology/Technician (CIP Code 15.0307). Each of those fields is described below:

Music Technology: A program that focuses on the creative aspects of the blending of music and technology; and that prepares individuals to apply technical knowledge and skills to the composition, recording, synthesis, and performance of music; audio-visual production; scoring for film and multimedia; and software and multimedia development. Includes instruction in music theory, music history, composition, acoustics, recording technology, computer composition, electronic music synthesis, technology-based performance, 3D sound and spatial audio, and music business and law.

Recording Arts Technology/Technician: A program that prepares individuals to apply technical knowledge and skills to the production of sound recordings as finished products or as components of film/video, broadcast, live, or mixed media productions. Includes instruction in sound equipment operation and maintenance; music, dialogue, and sound effects recording; soundtrack editing; dubbing and mixing; sound engineering; tape, disk, and CD production; digital recording and transmission; amplification and modulation; and working with producers, editors, directors, artists, and production managers.

Audio Engineering Technology/Technician: A program of study that prepares individuals to apply mathematical and scientific principles to the mixing, recording, and production of music. Includes instruction in acoustics, audio mixing, audio production, audio recording, computer composition of music, music theory, digital devices, and sound technology.

According to the Bureau of Labor Statistics, the New York metropolitan economic area has the highest demand for employees with music technology, recording arts technician, and audio engineering technology/technician skill sets.

HCCC's location within that market, close proximity to New York City, and relationships to area media and entertainment venues, studios, and companies make it well-suited to prepare students for these CIP Code areas.

- ☒ 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.

Student Learning Outcomes for each of the 6 courses included in the proposed Proficiency Certificate reflect Essential Competencies published by the National Association of Schools of Music for programs in music technology. [NASM Handbook, numbers 1, 2, 3, 4, 5, 6, p. 114]

Upon completion of this course sequence students will demonstrate the following:

(1) Basic understanding of the scope, integrative nature, and various functions of music technology as a field, including acquaintance with various applications of music technology in music, technological development, research, pedagogy, and in other fields.

(2) Knowledge of and ability to use various terminologies and procedures in music technology, music, and technology, and their combinations as employed in and associated with the work of music technology. This includes, but is not limited to, their respective vocabularies of practice, ways work is conceptualized, developed, synthesized, and finalized, and phases of production, presentation, and/or distribution.

(3) Ability to solve music technology problems, including (a) problem identification, information gathering, solution development, and testing, and (b) knowledge and skill to produce case-specific

decisions about what is useful, usable, effective, and desirable during the course of music technology project development and production.

(4) Ability to describe and respond to the needs or expectations of users, audiences, and/or contexts associated with doing professional work in two or more areas of music technology.

(5) [Basic] capabilities in specific areas of musicianship consistent with the music technology areas that constitute the degree program’s focus. Aural skills are essential. Abilities to apply [Basic] knowledge of the properties of musical structures and processes to solving music technology problems are essential. [Nota Bene: The NASM Essential Competency for this area calls for “advanced” knowledge. In the contexts of the AAS and Proficiency Certificate programs, students would likely meet basic knowledge and proficiency. Advanced knowledge and proficiency would be targets for students transferring to 4-year institutions. Advanced knowledge and proficiency might result from certain internship opportunities.

(6) Fundamental knowledge of current technologies and technological principles widely applicable to music technology, including but not limited to those associated with recording, manipulating, and presenting music and sound, signal flow and processing, music communication protocols, synthesis and interface technologies, sound synthesis, and interactive and generative media.

Specific student outcomes for each course are detailed in the attached course proposals, provided for all 6 courses in the proposed Proficiency Certificate program.

Course Title	Credits	NASM Essential Competencies
Introduction to Music & Audio Technology	3	1, 2, 6
Applied Keyboard, EMI*, & Controllers	3	1, 2, 3, 5, 6
Music & Audio Production I	3	1, 2, 3, 4, 5, 6
Music & Audio Production II	3	1, 2, 3, 4, 5, 6
Electronic Music & Beat Production	3	1, 2, 3, 4, 5, 6
Careers in Music & Audio Production	3	1, 2, 3, 4, 5, 6
Total Credits	18	

- ☒ 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.

(A) The proposed Proficiency Certificate is designed to start with 2 “Foundation Courses,” which will help students establish foundational proficiency and fluency in the first two program objective areas.

The subsequent 4 courses represent “Core Proficiency Courses,” in which students apply their developing fluencies and proficiencies toward the goals of creating a portfolio of work and preparing for employment opportunities. To that end, the final course in the course sequence is a career preparation course that covers career opportunities in the CIP Code professions, related fields, and greater music and audio production professions.

Program Outcomes for the proposed Proficiency Certificate reflect Essential Competencies published by the National Association of Schools of Music for programs in music technology. [NASM Handbook, numbers 1, 2, 3, 4, 5, 6, p. 114]

Upon completion of this course sequence students will demonstrate the following:

(1) Basic understanding of the scope, integrative nature, and various functions of music technology as a field, including acquaintance with various applications of music technology in music, technological development, research, pedagogy, and in other fields.

(2) Knowledge of and ability to use various terminologies and procedures in music technology, music, and technology, and their combinations as employed in and associated with the work of music technology. This includes, but is not limited to, their respective vocabularies of practice, ways work is conceptualized, developed, synthesized, and finalized, and phases of production, presentation, and/or distribution.

(3) Ability to solve music technology problems, including (a) problem identification, information gathering, solution development, and testing, and (b) knowledge and skill to produce case-specific decisions about what is useful, usable, effective, and desirable during the course of music technology project development and production.

(4) Ability to describe and respond to the needs or expectations of users, audiences, and/or contexts associated with doing professional work in two or more areas of music technology.

(5) [Basic] capabilities in specific areas of musicianship consistent with the music technology areas that constitute the degree program’s focus. Aural skills are essential. Abilities to apply [Basic] knowledge of the properties of musical structures and processes to solving music technology problems are essential. [Nota Bene: The NASM Essential Competency for this area calls for

“advanced” knowledge. In the contexts of the AAS and Proficiency Certificate programs, students would likely meet basic knowledge and proficiency. Advanced knowledge and proficiency would be targets for students transferring to 4-year institutions. Advanced knowledge and proficiency might result from certain internship opportunities.

(6) Fundamental knowledge of current technologies and technological principles widely applicable to music technology, including but not limited to those associated with recording, manipulating, and presenting music and sound, signal flow and processing, music communication protocols, synthesis and interface technologies, sound synthesis, and interactive and generative media.

(B) Specific student outcomes for each course are detailed in the attached course proposals, provided for all 6 courses in the proposed Proficiency Certificate program.

Course Title	Credits	Program Objectives	Program Outcomes
Introduction to Music & Audio Technology	3	1, 2	1, 2, 6
Applied Keyboard, EMI*, & Controllers	3	1, 2	1, 2, 3, 5, 6
Music & Audio Production I	3	1, 2, 3	1, 2, 3, 4, 5, 6
Music & Audio Production II	3	1, 2, 3	1, 2, 3, 4, 5, 6
Electronic Music & Beat Production	3	1, 2, 3, 4	1, 2, 3, 4, 5, 6
Careers in Music & Audio Production	3	1, 2, 3, 4	1, 2, 3, 4, 5, 6
Total Credits	18		

(C) The proposed Proficiency Certificate would necessitate hiring qualified faculty with appropriate applied knowledge and adequate academic credentials. The supervising Dean, Dr. Alison Wakefield, Dean of Humanities, Social Sciences, English as a Second Language (ESL), and Academic Foundations English (AFE), and the supervising Coordinator, Dr. Alison Bach, Coordinator of Humanities, have committed to hiring adequate and appropriate faculty to support the inaugural cohort of the Proficiency Certificate. Those faculty would include a single, full-time faculty member to serve as coordinator for the program, as well as a cadre of 2 to 3 adjunct instructors to teach courses and support student advisement.

(D) The proposed Proficiency Certificate program represents a suitable approach to professional

study in music and audio production. The array of classroom instruction, applied learning, music and audio production practicum, and career preparation courses is consistent with standards for professional study published by the National Association of Schools of Music listed earlier in this announcement. Further, the program represents professional courses of study detailed by the Audio Engineering Society (Type 2 Courses - Course resulting in an accredited vocational qualification or certificate)¹. Such programs include certificate programs offered by independent or unaffiliated institutions (e.g., Future Media Concepts in New York and Boston, Audio Recording Technology Institute in Florida), affiliated institutions (e.g., Boston University Center for Digital Imaging Arts), and similar but not duplicative programs offered in the State of New Jersey (e.g., Passaic Community College, Bergen Community,

Finally, the proposed curriculum is varied in a way that represents twenty-first century production practices, which are varied, situational, and contextual. Similarly, the varied, situational, and contextual curriculum aligns well with the ways in which twenty-first century music students learn, express themselves, and develop career aspirations.²

- 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:**

¹ <https://www.aes.org/education/directory/programs.cfm?GeoID=1&ProgTypeID=2>

² Pignato, J.M. (2017), "Situating Technology Within and Without Music Education," in A.S. Ruthmann and R. Mantie (eds), *The Oxford Handbook of Technology and Music Education*, Oxford: Oxford University Press, pp. 203-15.

- a) A program equity statement for the program/field that is supported by evidence of an institution's demonstrated commitment to and valuing of diversity, equity, and inclusion. Evidence may include, but is not limited to, equitable enrollment and employment outcomes for historically underrepresented groups;
 - b) A plan to monitor student progress in the program in order to address unanticipated or unknown barriers to equitable program completion outcomes;
- AND/OR**
- c) A plan to provide student services and accommodations to support equitable program completion outcomes.

- 9) Provide a plan for continuous review and improvement of the new academic program. Such plan **shall include** the following:
- a) The primary activities within the program that are to be reviewed, including how the program will adapt for new technology and developments within the field;
 - b) Regularly scheduled time periods/intervals for review;
 - c) Metrics for program monitoring and guidance for how the institution will course correct, if needed;
- AND/OR**
- d) Input by students, field experts, and external reviewers in program review processes.

STANDARD 2

SUFFICIENT LABOR MARKET DEMAND

N.J.A.C. 9A:1-2.12

Part One

- 1) Provide evidence that the Classification of Instructional Programs (CIP) number for the program is mapped to a single occupation or set of occupations listed in the Standard Occupational Classification (SOC) as set forth in the 2020 CIP-SOC Crosswalk created by the Bureau of Labor Statistics and the National Center for Education Statistics, which is incorporated herein by reference, as amended and supplemented, and available at nces.ed.gov/Iped/cipcode/Files/CIP2020_SOC2018_Crosswalk.xlsx;
- AND**
- 2) Provide evidence of substantial labor market demand for the occupation or occupations that are mapped to the program, as supported by documentation of demand from the New Jersey Department of Labor and Workforce Development.

The proposed Proficiency Certificate would provide students with a credential pertinent to three closely related career fields Music Technology (CIP Code 50.0913), Recording Arts Technology/Technician (CIP Code 10.0203), and Audio Engineering Technology/Technician (CIP Code 15.0307). Each of those fields is described below:

Music Technology: A program that focuses on the creative aspects of the blending of music and technology; and that prepares individuals to apply technical knowledge and skills to the composition, recording, synthesis, and performance of music; audio-visual production; scoring for film and multimedia; and software and multimedia development. Includes instruction in music theory, music history, composition, acoustics, recording technology, computer composition, electronic music synthesis, technology-based performance, 3D sound and spatial audio, and music business and law.

Recording Arts Technology/Technician: A program that prepares individuals to apply technical knowledge and skills to the production of sound recordings as finished products or as components of film/video, broadcast, live, or mixed media productions. Includes instruction in sound equipment operation and maintenance; music, dialogue, and sound effects recording; soundtrack editing; dubbing and mixing; sound engineering; tape, disk, and CD production; digital recording and transmission; amplification and modulation; and working with producers, editors, directors, artists, and production managers.

Audio Engineering Technology/Technician: A program of study that prepares individuals to apply mathematical and scientific principles to the mixing, recording, and production of music. Includes instruction in acoustics, audio mixing, audio production, audio recording, computer composition of music, music theory, digital devices, and sound technology.

According to the Bureau of Labor Statistics, the New York metropolitan economic area has the highest demand for employees with music technology, recording arts technician, and audio engineering technology/technician skill sets.

HCCC's location within that market, proximity to New York City, and relationships to area media and entertainment venues, studios, and companies make it well-suited to prepare students for these CIP Code areas.

Growth of music, media, and entertainment companies has increased demand for graduates with the competencies anticipated to result from completion of the proposed Proficiency Certificate. Such companies include streaming media platforms, digital content platforms, news and information platforms, sports entertainment, the toy industry, gaming, film and television production, podcasting, advertising, and corporate audio, among many others.

The State of New Jersey, Department of Labor and Workforce Development identifies the areas Audio and Video Equipment Technicians, as well as the areas of Arts, Entertainment, and Recreation (NAICS Industry code 710000) and Arts, Entertainment, and Recreation, All Other (NAICS Industry code 719000) growth areas for employment.

Those data correspond with the Bureau of Labor Statistics which notes, "overall employment of broadcast, sound, and video technicians is projected to grow 10 percent from 2021 to 2031, faster than the average for all occupations. About 13,200 openings for broadcast, sound, and video technicians are projected each year, on average, over the decade."

Finally, the Bureau of Labor Statistics identifies the following closely related career possibilities for graduates with the proposed Proficiency Certificates as growth areas in the period spanning 2021-2031:

Broadcast, Sound, and Video Technicians:	10% (Faster than average)
Producers and Directors:	8% (Faster than average)
Music Directors and Composers:	5% (As fast as average)
Musicians and Singers:	4% (As fast as average)
Advertising, Promotions, & Mktg Managers:	10% (Faster than average)

If evidence of both items in Part One **can be met**, proceed to next section, [STANDARD 3](#).
If evidence of both items in Part One **cannot be met**, proceed to Part Two below.

Part Two

- 1) Provide evidence of **one or more** of the following:
 - a) Evidence of projected increasing demand in the careers, professions, or practices that graduates of the program are prepared to enter;
 - b) Evidence that the current number of graduates from existing programs at other institutions in the State will not be adequate to meet the projected demand in the careers, professions, or practices that graduates of the program are prepared to enter;
 - c) Evidence that the current profile of graduates from existing programs is not in accordance with the projected demand in the careers, professions, or practices that graduates of the program are prepared to enter;
 - d) Evidence of substantial employer engagement, which may include, but is not limited to, program appraisal, program partnerships, and opportunities to review and comment on the program, in the development of program curriculum;
- OR**
- e) Evidence of strength in the employment outcomes from current degree programs at the institution at the same academic degree level of the program.

If evidence of any items in Part One or Part Two **cannot be met**, proceed to Part Three.

Part Three

- 1) Explain why there are insufficient data available to assess the program according to the criteria in Part One and Part Two above;
 - 2) Provide sufficient evidence of preparation for a career, profession, or practice through the program;
- AND**
- 3) Explain how a majority of graduates from the program are reasonably likely to obtain employment, including self-employment, in the careers, professions, or practices indicated in the program proposal within 12 months of:



Roger León
Superintendent

Newark Board of Education

Sherelle Spriggs, Director of Support Services
Division of Purchasing

Where Passion Meets Progress

June 1, 2023

Hudson County Community College
26 Journal Square, 14th Floor
Jersey City, NJ 07306
Attention: Christopher Conzen

RE: Contract #9688A – Award of Dual Enrollment Pre-College Programming

Dear Sir/Madam,

Congratulations you have been awarded a contract with the Newark Board of Education. The enclosed must be completed in accordance with the instructions below. All documents must be returned to this office by June 9, 2023 original wet signatures are required.

The following information is required to complete the contract.

- If the contractor is a corporation, the contract is to be signed by the president or other officer so empowered to act and said officer's signature attested to by the secretary.
- If sole proprietorship or partnership, the contract must be executed by the appropriate individuals and properly witnessed.
- Please return with the contracts the following items:
 - Certificate of Insurance (with Newark Board of Education listed as Additional Insured Certificate Holder).
 - Certificate of Employee Information Report/AA302.
 - Political Disclosure Contribution (enclosed, please complete Part II)
 - Statement of Ownership Disclosure (enclosed)
 - New Jersey Business Registration Certificate
 - Disclosure of Investments Activities in Iran and Russia or Belarus (enclosed)
 - W-9
 - Vendor Set-Up form (enclosed)

Failure to return the contract and requested documents by the due date will result in termination of the award. If you are unable to meet the deadline you must contact the undersigned immediately for an extension request. Your compliance with the instruction and timely return of the executed document is anticipated.

Very truly yours,

Chantal Scott

Chantal Scott
C3scott@NPS.k12.nj.us
Division of Purchasing
Enclosure: 1 Contract

CONTRACT AGREEMENT

This agreement made this 25th day of May, 2023 between **THE NEWARK BOARD OF EDUCATION IN THE COUNTY OF ESSEX**, hereinafter called the “District”, and

Hudson County Community College
26 Journal Square, 14th Floor
Jersey City, NJ 07306
Attention: Christopher Conzen

Hereinafter called the “Contractor”, WITNESSETH:

The Contractor hereby agrees to furnish and supply to the District at the time or times and at the place or places specified herein and in full compliance with the requirements of the specifications contained in the following documents which are hereby incorporated by reference, Resolution 9688A, attached as Exhibit “A”, District's Request for Proposal, attached as Exhibit “B”, Contractor’s Proposal, attached as Exhibit “C”, and this Agreement herein for:

Award of Dual Enrollment Pre-College Programming– Contract #9688A

1. The foregoing terms “furnish and supply” shall be deemed to provide students with the opportunity to earn college or technical school credits during high school. The Contractor agrees to do all things required by the Contractor under the provisions of said Resolution 9688A, attached as Exhibit “A”, the District’s Request For Proposal, attached as Exhibit “B”, Contractor’s Proposal, attached as Exhibit “C”, and this Agreement. “The District’s contract provisions entitled ‘Certifications, Representations, and Special Conditions,’ which have been incorporated into the present Agreement, shall govern with respect to and take precedence over any conflicting provisions in any other agreement contained therein.”

2. The terms of this Agreement shall be from July 1, 2023 through June 30, 2026. Under no circumstances will the total amount of funds authorized to this Agreement be exceeded unless the contract is formally amended. The Contractor shall not incur costs that exceed the amount specified in the Agreement. The Newark Board of Education is not responsible for services performed without an authorized purchase order, and only the issuance of a purchase order authorizes the performance of services. The District is under no obligation to pay for services that exceed the amount of funds authorized on its purchase order, or the total amount specified in the Agreement without written approval from the District’s Director of Support Services and the School Business Administrator.

3. The District agrees to pay to the Contractor and the Contractor agrees to accept in full payment for services identified in paragraph “1” above, and for the full and satisfactory performance of all of the Contractor’s obligations hereunder, as outlined:

- The Contractor will invoice in accordance with the Pricing Form as outlined in the Contractor’s Proposal and Pricing Form.
- The full contract amount shall not exceed Sixty Thousand Dollars (\$60,000.00).

IN WITNESS WHEREOF, the District has caused this Agreement to be signed by the Board Chairperson, School Business Administrator, and the said Contractor has caused this Agreement to be signed by its authorized officer.

Reviewed as to Legal form:

Office of General Counsel Signature

Print Name: _____

The Newark Board of Education in the
County of Essex

Valerie Wilson, School Business Administrator

Asia J. Norton, Board Chairperson

Hudson County Community College
Name of Contractor

By: _____
SIGNATURE OF AUTHORIZED OFFICER

Print Name: _____

ATTEST:

WITNESS

SIGNATURE OF COMPANY EMPLOYEE

Meeting Date: 5/25/2023 - 6:00 PM


Category: Purchasing

Type: Action

Subject: 12.37 Award of Dual Enrollment Pre-College Programming Contract 9688

Strategic Plans: Priority 2.6
2.6 Ensure curricula for college and career programs are executed with fidelity across all schools, increase the integration of academic core instruction into Career and Technological Education (CTE) programs of study, and provide higher education and internship opportunities.

Enclosure: Evaluation Report

File Attachment:  9688 Dual Enrollment Pre-College Programming Evaluation Report signed.pdf

Summary: WHEREAS, in response to the COVID-19 National Declaration of Emergency proposals were electronically received on Tuesday, April 11, 2023 after public advertisement for Dual Enrollment Pre-College Programming, request for proposals were issued to six (6) vendors with three (3) vendors responding; and

WHEREAS, the Newark Board of Education desires to enter into contracts with institutions of higher education and technical schools to provide students with the opportunity for dual enrollment for earning college or technical school credits while in high school; and

WHEREAS, proposals were evaluated by staff members of the Newark Board of Education and the committee selected the finalist identified below as the best qualified vendors based on their response to the District's request for proposal; and

WHEREAS, the contract is for a three (3) year period of July 1, 2023 through June 30, 2026 with an option to renew for one (1) successive two (2) year period; and

WHEREAS, the recommendation for award of term contracts has been reviewed and approved by Dr. Maria Ortiz, Assistant Superintendent.

Funding : Subject to the availability of funds.
10-11-xxx-xxx-320/610/640-xxx-xxx-xxx
15-15-xxx-xxx-320/610/640-xxx-xxx-xxx
20-20-xxx-xxx-320/610/640-xxx-xxx-xxx
20-20-234-100-320-401-000-000

Recommendation to the Board NOW THEREFORE BE IT RESOLVED that the Newark Board of Education accepts and approves the award of term contracts for Dual Enrollment Pre-College Programming for a three (3) year period of July 1, 2023 through June 30, 2026 with an option to renew for one (1) successive two (2) year period as follows:

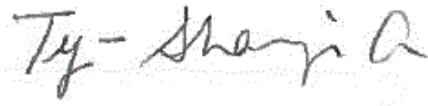
- A. Hudson County Community College, Jersey City, NJ at a cost not to exceed \$60,000.00
- B. Lincoln Technical Institute, Parsippany, NJ at a cost not to exceed \$800,000.00
- C. New Jersey Institute of Technology, Newark, NJ at a cost not to exceed \$900,000.00


EXPLANATION: To provide students with the opportunity to earn college or technical school credits during high school. Subject to the availability of funds.

Approvals:

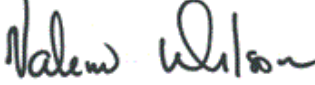
Recommended By:

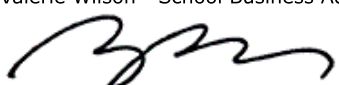
Signed By: 
Sherelle Spriggs - Senior Purchasing Manager

Signed By: 
Ty-Shanique Addison - Principal Fiscal Analyst

Signed By: 
Dr. Maria Ortiz - Assistant Superintendent

Signed By: 
Nicole T. Johnson - Deputy Superintendent

Signed By: 
Valerie Wilson - School Business Administrator

Signed By: 
Roger León - Superintendent

Vote Results:

Original Motion

Member **Daniel Gonzalez** Moved, Member **Josephine Garcia** seconded to approve the **Original** motion 'NOW THEREFORE BE IT RESOLVED that the Newark Board of Education accepts and approves the award of term contracts for Dual Enrollment Pre-College Programing for a three (3) year period of July 1, 2023 through June 30, 2026 with an option to renew for one (1) successive two (2) year period as follows:

- A. Hudson County Community College, Jersey City, NJ at a cost not to exceed \$60,000.00
- B. Lincoln Technical Institute, Parsippany, NJ at a cost not to exceed \$800,000.00
- C. New Jersey Institute of Technology, Newark, NJ at a cost not to exceed \$900,000.00

EXPLANATION: To provide students with the opportunity to earn college or technical school credits during high school. Subject to the availability of funds.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **8** Nay: **0**.
The motion **Carried 8 - 0**

Josephine Garcia	Yes
Dawn Haynes	Yes
Asia J. Norton	Yes
Hasani Council	Yes
Vereliz Santana	Yes
Daniel Gonzalez	Yes
Crystal Williams	Yes
Allison K. James-Frison	Yes

