

ARTICULATION AGREEMENT
BY AND BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ROWAN UNIVERSITY

THIS ARTICULATION AGREEMENT (this "Agreement") is made and entered into **DATE**, by and between **HUDSON COUNTY COMMUNITY COLLEGE** ("Hudson"), having its principal administrative offices located at 263 Academy Street, Jersey City, NJ, 07306 and **ROWAN UNIVERSITY** ("Rowan"), having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028, each a "Party" and together the "Parties". This Agreement sets forth the terms and conditions for a cooperative relationship regarding higher learning.

I. PURPOSE

- A. This Agreement provides a pathway for Hudson students who have successfully completed the Associate of Applied Science (A.A.S.) in Construction Management, to pursue Rowan University's Bachelor of Arts (B.A.) in Construction Management and Master's of Engineering Management (MEM) online degree programs, administered by the Division of Global Learning & Partnerships and the Henry M. Rowan College of Engineering. (See APPENDICES A-D)
- B. The mission of the Construction and Engineering Management Programs is to meet the educational needs of the construction industry by training entry-level construction managers and by providing continuing education for construction employees.

II. PARTNERSHIP SUPPORT

- A. Both Parties agree to appoint designated staff to administer the Agreement. These persons are charged with coordinating the work of the Program, facilitating review of the Agreement, and working collaboratively to address any and all administrative and academic issues that arise during the Agreement period. Parties' designated staff will serve as the primary liaison among the Parties as it relates to the Program implementation, joint activities, and student assessment.
- B. The Parties will jointly develop, review, and implement promotional and recruitment efforts to create interest in the Program among potential applicants and the general community, which include, but are not limited to publishing information on their respective websites, in admissions materials, and in other appropriate institutional communications.
- C. Both Parties' designated administrators and staff shall review the progress and policies of this Agreement at least once per year.

III. ADMISSION INTO THE PROGRAMS

To ensure Hudson graduates are prepared for and benefit from study at Rowan University, normal admission rules apply.

Undergraduate BACM Transfer Admission Requirements:

1. Complete a Rowan University Application (\$65.00 Application fee is waived).
2. Submit an official Hudson transcript with evidence of the completion of their A.A.S. in Construction Management program.
3. If applicable, submit official transcripts from any previously attended college/university (regardless of number of credits earned).

Two enrollment options will be available to Hudson students:

1. Part-time enrollment with credits less than 12 semester hours.
2. Full-time enrollment with credits at or above 12 semester hours.

Graduate MEM Transfer Admission Requirements:

1. Complete a Rowan University Application (\$65.00 Application fee is waived).
2. Submit an official transcript with evidence of the completion of a Bachelor's degree (or its equivalent) from an accredited institution of higher learning.
3. If applicable, official transcripts from any previously attended college/university. (regardless of number of credits earned).
4. Recommended minimum undergraduate cumulative GPA of 3.0 (on a 4.0 scale).
5. Current professional resume.
6. Typewritten statement of professional objectives (should be from applicant and describe how the program can advance career or educational goals beyond the master's level).
7. Two letters of recommendation (should be from professional administrators and include information which attests to applicant's ability to pursue a graduate degree).

Hudson students currently enrolled at Rowan will be grandfathered into this Agreement.

IV. TRANSFERABILITY OF CREDITS

- A. Students may (consistent with University transfer credit policies) apply credit from previously completed post-secondary study toward the Rowan University undergraduate B.A. in Construction Management degree. Students must complete a minimum of 30 credit hours earned through Rowan University.
- B. Rowan will accept free elective credits with a letter grade of "D" or better from nationally accredited educational institutions & credit transferring entities such as ACE and National College Credit Recommendation Service (NCCRS). Rowan will recognize all national curriculum delivered by Hudson that adhere to standards set by the Council on Occupational Education (COE).
- C. For students who are accepted by Hudson into the 2+2 program with transfer credit from another institution, Rowan will evaluate the transfer credit based on the current direct articulations maintained with that institution. Any discrepancy in credit granted by Rowan from that given by the community college that puts the student at a disadvantage will be updated by the Rowan University advisors and the Rowan University Registrar Office to honor any articulations on Hudson's transcript.
- D. In addition to these credits, the Construction Management certificate program also allows students to obtain certificates in specific focus areas within the construction field. These certificates are designed to be stackable, enabling students to earn

credentials while earning course credits towards a B.A. in Construction Management degree. (See APPENDIX C)

V. FINANCIAL AID

- A. For students pursuing a 2+2 Bachelor's degree, Financial Aid will be processed and provided by Hudson during the first two years of the program, and by Rowan during the last two years of the program.
- B. Students pursuing a 2+2 Bachelor's degree who matriculate to Rowan as a transfer student may be considered for Rowan institutional scholarship funds following standard and proprietary formulae employed by Rowan to determine institutional scholarship for all transfer students. All rules, regulations, guidelines and limitations of Rowan institutional scholarship will apply to such students. Rowan will be the sole responsible party for communicating information related to Rowan institutional scholarship to such students.

VI. MARKETING AND RECRUITING

Both parties will obtain prior written permission from each other before using the name, symbol and/or marks of the other in any form of publicity in connection with this Agreement. This shall not include legally required disclosure by Hudson or Rowan that identifies the existence of this Agreement.

Only programs that have been agreed upon may be promoted or advertised, and all marketing and advertising efforts should be approved by both parties prior to public release. Upon request, partners will receive approved logos, usage guidelines, and approved photography for their usage. Misrepresentation, modification, or mis-use of the pre-approved brand elements and resources, including photography and logos, is strictly prohibited.

Rowan will be responsible for developing the content of the information to be provided to Hudson students, and Hudson will be responsible for distributing the information to their students. To support and encourage matriculation of Hudson graduates and highlight and inform students about the Hudson/Rowan collaboration, the following will occur:

1. Rowan development of Hudson-specific informational insert(s) paper and electronic.
2. Hudson inclusion of information in educational materials.
3. Rowan attendance/participation with conferences/meetings and/or information sessions for Hudson audiences as appropriate.
4. Rowan offered program conference calls and/or information sessions for Hudson audiences.

VII. EFFECTIVE DATE, TERM, REVISION, RENEWAL AND TERMINATION

- A. This Agreement shall commence on the date when signed by all Parties and shall continue in full force and effect for a period of two (2) years.
- B. This Agreement shall renew automatically every two (2) years thereafter for a period of two (2) years, unless terminated upon one (1) year's prior notice by either Party to

the other Party. In case this Agreement is terminated, any student in the Program at the time of termination will remain in the Program.

- C. Any Party may terminate this Agreement in its entirety for cause in the event that a Party is in default of the performance of any material obligation imposed under this Agreement and the default has not been substantially cured to the satisfaction of the non-defaulting Party(ies) within thirty (30) days following receipt by the defaulting Party of written notice of default.
- D. Notices: All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (a) upon receipt, refusal of receipt, or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, or (b) the earlier of receipt or two (2) business days when sent by a nationally recognized overnight courier, or (c) when sent by email transmission with proof of successful transmission retained by sender and confirmation of receipt provided by the recipient to the sender by return email, to the address set forth below or to such other addresses as the parties may hereto designate in writing.

If to Rowan University:
Anthony Lowman, Ph.D.
Provost & Senior Vice President for Academic Affairs
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With a Copy to:
Office of General Counsel
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028

If to Hudson County Community College:
Jeff Roberson, Jr.
Director of Contracts
Hudson County Community College
26 Journal Square
Jersey City, NJ 07306

With a Copy to:
Dr. Burl Yearwood
Dean, School of STEM
Hudson County Community College
263 Academy Street
Jersey City, NJ 07306

VIII. MISCELLANEOUS PROVISIONS

- A. Each Party shall maintain the confidentiality of student records as required or permitted by applicable law.

- B. Any intentional misrepresentation of their qualifications, experience, education, or references shall immediately disqualify a student from any further participation in the Program.
- C. This Agreement may only be amended by mutual written agreement signed by a duly authorized representative of the Parties.
- D. The Parties agree that no person shall on grounds of age, race, color, religion, national origin, gender, sexual orientation, ancestry, physical disability, or any other protected class, be excluded from participation in violation of any law applicable to the Parties in connection with the terms of this Agreement. There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Agreement, or against any applicant for such employment because of age, race, creed, color, national origin, sex, ancestry, marital status, nor handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties of this Agreement do hereby agree that the provision of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereto, as the same may be amended or modified.
- E. Each Party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §132a-7b (b) (“Anti-Kickback Statute”), or the federal “Stark Law,” set forth at 42 U.S.C. §1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement. To the extent that the provisions of 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.302 (or their successor provisions) regarding Federal Government access to certain books and records are applicable to this Agreement, the Parties agree to comply therewith.
- F. In the event that either Party to this Agreement believes that any provision of this Agreement or the performance thereof is or might (i) be or result in the violation of any statute, rule, regulation, or administrative or judicial decision or (ii) jeopardize such Party’s tax exempt status, its accreditation, or its eligibility to participate in federal healthcare programs, such Party shall have the right to propose an amendment to this Agreement, which, in such Party’s judgment, would be necessary to prevent such violation or jeopardy. If, however, the Parties are unable to agree to an amendment to this Agreement within thirty (30) days after receipt of the proposed amendment, then this Agreement shall terminate immediately upon written notice of termination proposed by the Party proposing such amendment.
- G. Under this Agreement, Parties shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary. It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Each party shall be liable for its own debts, obligations, acts, and omissions.
- H. This Agreement is non-exclusive and all Parties expressly reserve the right to contract with other entities for the same or similar services provided therein. This Agreement is

not intended to conflict with or affect any future affiliation between the Parties and institutions not a Party to this Agreement.

- I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular manner shall be held to include the plural, unless the context otherwise requires. The headings in this instrument have been inserted for convenience only and are not to be considered in any way in the construction or interpretation of this instrument.
- J. This Agreement may be executed in as many counterparts as is necessary or convenient, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same agreement; however, the Parties understand and agree that only English-language counterparts shall be in effect and control. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature.
- K. Each Party agrees to comply with all laws, rules, and regulations applicable to performance under this Agreement.
- L. This Agreement and its Attachments, if any, shall be binding on the Parties and their respective successors and assigns. No Party shall assign its duties and obligations under this Agreement without the prior written consent of the other Party.
- M. Each Party represents that it has the authority to enter into and be bound by this Agreement and that each Party had an equal part in drafting this Agreement.
- N. Parties acknowledge that this Agreement represents the entire agreement among the Parties with respect to the subject matter contained herein. Any change in the terms herein must be made in writing and signed by the Parties.
- O. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

IX. INSURANCE

- A. Hudson shall maintain comprehensive general liability coverage written on an occurrence basis for itself and its employees, staff, students or agents performing services under this Agreement with limits of coverage of no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Coverage will apply for the duration of this agreement and for the duration of each individual's tenure or matriculation at Rowan. Upon execution of this agreement, Hudson will provide Rowan with a certificate of insurance.
- B. Hudson shall maintain workers' compensation insurance for its employees with statutory limits and employers' liability insurance in minimum amounts of \$1,000,000 bodily injury, each occurrence; \$1,000,000 disease, each employee; and \$1,000,000 disease, aggregate limit.
- C. Rowan is an agency of the State of New Jersey, U.S.A. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort

Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional error and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

X. WARRANTIES

Parties do hereby warrant and represent that they are qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein. Parties further warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused this Agreement to be executed by their respective proper officials. The Parties, and the signatories to this Agreement, represent that all necessary actions have been taken to authorize such execution.

ROWAN UNIVERSITY:

By: _____
Anthony Lowman, Ph.D. Date
Provost & Senior Vice President
for Academic Affairs

By: _____
Jeff Hand, Ph.D. Date
Senior Vice President
for Strategic Enrollment Management

HUDSON COUNTY COMMUNITY COLLEGE:

By: _____
Darryl Jones, Ph.D. Date
Vice President
of Academic Affairs

APPENDICES
APPENDIX A
B.A. IN CONSTRUCTION MANAGEMENT (BACM)
PROGRAM REQUIREMENTS¹

B.A. IN CONSTRUCTION MANAGEMENT PROGRAM REQUIREMENTS

Course	Course Title	Credits
CM 01301	Fundamentals of the Const. Industry I	3
CM 01302	Fundamentals of the Const. Industry II	3
CM 01304	Project Administration	3
CM 01305	Construction Cost Account, Estimating, and Finance	3
CM 01303	Project Building Systems	3
CM 01306	Construction Project Planning and Scheduling	3
CM 01408	Industry Relations in the Construction Industry	3
CM 01410	Building Construction Systems and Codes	3
CM 01409	Building Energy Systems for Construction Managers	3
CM 01411	Construction Safety & Loss Prevention	3
CM 01407	Advanced Leadership and Communication	3
CM 01412	Capstone Course – Writing Intensive (WI)	3

ROWAN CORE REQUIREMENTS

Course	Course Title	Credits
COMP 01111	College Composition I - Communicative Literacy	3
COMP 01112	College Composition II - Communicative Literacy	3
CMS 04205 or CMS 04206	Public Speaking or Digital Presentations - Communicative Literacy	3
QTNL Attribute	Quantitative Literacy Course	3
SCIL Attribute	Scientific Literacy Course	4
ARTL Attribute	Artistic Literacy Course	3
GLBL Attribute	Global Literacy Course	3
HUML Attribute	Humanistic Literacy Course	3
LIT Attribute	Literature Course	3

1. See APPENDIX B for a complete list of courses required for the AAS Construction Management to BACM degree pathway.

APPENDIX B
A.A.S. IN CONSTRUCTION MANAGEMENT AT HUDSON COUNTY TO
B.A. IN CONSTRUCTION MANAGEMENT AT ROWAN UNIVERSITY

Key: The course in **bold** is the course the student should take. [The course in brackets is the equivalent course at RU]

	Semester 1 Hudson	Semester 2 Hudson
1	CSS 100 College Student Success (1CR) [INTR 99070 Free Elective (1CR)]	Diversity Elective (3CR) [Artistic Literacy, Global Literacy OR Broad-Based Literature (3CR)] ¹
2	ENG 101 College Composition I (3CR) [COMP 01111 College Composition I (3CR) Communicative Literacy]	ENG 103 Technical Report Writing (3CR) [WA 01302 Intro to Technical Writing (3CR)]
3	MAT 100 College Algebra (3CR) [MATH 01123 College Algebra (3CR)]	CHP 100 Introduction to Chemistry (3CR) [CHEM 05100 Prep College Chem (2CR) + CHEM 05075 GE Chemistry Elective (1CR)]
4	CSC 100 Intro to Computers and Computing (3CR) [INTR 99000 NC/Non-Transferrable (0CR)]	CNM 120 Intro Engineering Sci and Calcs (4CR) [INTR 99070 Free Elective (4CR)]
5	ENG 112 Public Speaking (3CR) [CMS 04205 Public Speaking Communicative Literacy (3CR)]	MAT 103 Business Mathematics (3CR) [MATH 01123 College Algebra (3CR)]
	13 Total Semester Credits [10 Total Semester Credits]	16 Total Semester Credits [14 Semester Credits]
	Semester 3 Hudson	Semester 4 Hudson
1	EGS 101 Engineering Graphics (2CR) [CEE 08102 Engineering Graphics (2CR)]	CNM 220 Construction Codes (3CR) [INTR 99070 Free Elective (3CR)]
2	SCI 101 Introduction to Physical Science (3CR) [PHSC 01110 Prin Physical Sci (3CR)]	ECO 201 Principles of Macroeconomics (3CR) [ECON 04101 Intro-Econ Macroecon (3CR) Humanistic Literacy]
3	CNM 202 Const. Proceed Materials and Tests (4CR) [INTR 99070 Free Elective (4CR)]	CNM 230 Construction Project Planning and Control (3CR) [INTR 99070 Free Elective (3CR)]
4	CNM 205 Surveying and Site Planning (3CR) [SET 01208 Route/Construct Surv (3CR)]	CNM 225 Cost Estimation (3CR) [INTR 99070 Free Elective (3CR)]
5	CNM 201 Introduction to Basic Structures (3CR) [INTR 99070 Free Elective (3CR)]	CNM 222 Construction Project Management (4CR) [INTR 99070 Free Elective (4CR)]
	15 Total Semester Credits [15 Semester Credits]	16 Total Semester Credits [16 Semester Credits]

	HUDSON COUNTY 60 TOTAL PROGRAM CREDITS	ROWAN 57 TOTAL TRANSFER CREDITS
	Semester 5 Rowan	Semester 6 Rowan
1	COMP 01112 College Composition II (3CR) Communicative Literacy	If needed, GLBL Global Literacy Course OR Free Elective (3CR) ¹
2	If needed, LIT Literature Course OR Free Elective (3CR) ¹	Free Elective (3CR)
3	SCIL Scientific Literacy (Lab) Course (4CR)	QNTL Quantitative Literacy (Math) Course (4CR)
4	If needed, ARTL Artistic Literacy Course OR Free Elective (3CR) ¹	Free Elective (3CR)
5	Free Elective (3CR)	Free Elective (4CR) <i>*As needed for 120CR requirement for B.A. degree</i>
	16 Total Semester Credits	17 Total Semester Credits
	Semester 7 Rowan	Semester 8 Rowan
1	CM 01301 Fundamentals of the Construction Industry I (3CR)	CM 01302 Fundamentals of the Construction Industry II (3CR)
2	CM 01304 Project Administration (3CR)	CM 01412 Capstone Course - WI - Writing Intensive (3CR)
3	CM 01407 Advanced Leadership and Communication (3CR)	CM 01303 Project Building Systems (3CR)
4	CM 01306 Construction Project Planning and Scheduling (3CR)	CM 01410 Building Construction Systems and Codes (3CR)
5	CM 01305 Construction Cost Account, Estimating, and Finance (3CR)	CM 01408 Industry Relations in the Construction Industry (3CR)
	15 Total Semester Credits	15 Total Semester Credits
	DEGREE PROGRAM TOTAL CREDITS	120

1. The following Hudson County GE Diversity electives fulfills one or more Rowan literacy requirement: ANT 101 [ANTH 02202 Global]; ART 120 [ARHS 03220 Artistic]; LIT 215/225 [ENGL 02075 Literature]; MUS 102 [MUSG 06447 Artistic & Global]; MUS 104 [MUSG 06220 Artistic]; PHL 103 [REL 10214 Humanistic & Literature]; SOC 260 [SOC 08230 Humanistic]

**APPENDIX C
ROWAN CONSTRUCTION MANAGEMENT
CERTIFICATE OF UNDERGRADUATE STUDIES (CUGS)**

CONSTRUCTION MANAGEMENT CERTIFICATE

The Construction Management CUGS is designed for students entering the construction field and are looking to get a fundamental understanding of how the industry works. The certificate covers the standard design phases: programming, conceptual design, schematic design, design development, construction documents and construction administration.

COURSE #	COURSE TITLE	CREDITS
CM 01301	Fundamentals of the Construction Industry I	3
CM 01302	Fundamentals of the Construction Industry II	3
CM 01303	Project Building Systems	3
CM 01304	Project Administration	3

PROJECT MANAGEMENT CERTIFICATE

The Project Management CUGS is intended for students who have a basic understanding of the construction processes and are ready to obtain more in-depth industry knowledge. It covers concepts related to space use and occupancy, types of contraction, fire-resistive construction, interior finishes, building materials, inspections and tests. Students will familiarize themselves with construction building codes with reference to the International Building Codes (IBC).

COURSE #	COURSE TITLE	CREDITS
CM 01305	Construction Cost Accounting, Estimating & Finance	3
CM 01306	Construction Project Planning & Scheduling	3
CM 01409	Building Energy Systems for Construction Managers	3
CM 01410	Building Construction Systems & Codes	3

CONSTRUCTION LEADERSHIP CERTIFICATE

The Construction Leadership CUGS is designed for students who wish to learn the unionized environment of the construction field as well as the communication, writing and research skills required to be an effective construction leader. It covers various perspectives on the collective bargaining systems and includes legal and regulatory environment, problem-solving and the roles of labor and corporation. The applied research contained within the Construction Leadership certificate will allow students to become subject matter experts ready to lead construction units and/or their very own construction companies.

COURSE #	COURSE TITLE	CREDITS
CM 01407	Advanced Leadership & Communication	3
CM 01408	Industrial Relations in the Construction Industry	3
CM 01411	Construction Safety & Loss Prevention	3
CM 01412	Capstone Course - Writing Intensive	3

**APPENDIX D
ROWAN UNIVERSITY
MASTER OF ENGINEERING MANAGEMENT (MEM)**

The MEM online program provides professional engineers with the leadership skills they need to advance to management-level positions. The MEM makes it convenient for working professionals to attend class while pursuing their engineering management career goals. Students explore administrative procedures such as organizational behavior and teamwork, strategic decision making, and supervising. The combination of engineering and business courses provide an ideal balance of advanced technical concepts and managerial skills with a focus on project management.

Program Overview:

10 Courses/30 Credits

Part-time program offered in an accelerated online format.¹

Students can focus on one of two tracks:

1. Construction management
2. Project management

REQUIRED COURSES (18CR)

COURSE #	COURSE TITLE	CREDITS
EM 01501	Engineering Economics	3
EM 01511	Strategic Risk Management	3
EM 01512	Quality in Engineering Management	3
EM 01513	Engineering Decisions	3
EM 01541	Engineering Law and Ethics	3
EM 01542	Facilities Management	3
EM 01543	Systems in Engineering Management	3
MGT 06666	Managing Engineering Teams	3
MGT 06677	Management Skills for Engineers	3
MIS 02526	Project Management for Engineers	3

CONSTRUCTION MANAGEMENT TRACK COURSES (12CR)

COURSE #	COURSE TITLE	CREDITS
EM 01521	Construction Management	3
EM 01522	Construction Scheduling	3
EM 01523	Cost Engineering	3
CEE 08504	Engineering Estimating	3

PROJECT MANAGEMENT TRACK COURSES (12CR)

COURSE #	COURSE TITLE	CREDITS
EM 01513	Engineering Decision Making	3
MGT 06677	Management Skills for Engineers	3
MGT 06666	Managing Engineering Teams	3

EM 05142	Facilities Management	3
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1. 2 courses are scheduled per semester for 5 consecutive semesters resulting in possible degree completion in less than 24 months.

Note: The courses listed above are not official and are subject to change. For an official list of available courses please visit the Rowan Global section tally.

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE
AND
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
__PINNACLE HEALTH AND FITNESS __**

Agreement, effective September 1st , 2024 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Pinnacle Health and Fitness (Agency)
30 Brower Lane
Hillsborough, NJ 08844**

1. **TERM**

This contract shall be for a period of three years commencing Sept 1st , 2024 and continuing until August 31st , 2027 for the:

**Personal Fitness Training Proficiency Certificate Program
and
Exercise Science Associate Degree Program**

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

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

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements. The Agency must notify the internship Faculty in a timely manner with the cause and date of termination. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation at the site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum

for its students including the administration, curriculum content, and Faculty appointments.

- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of Agency. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
 - 1. physical exam
 - 2. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
 - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
 - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
 - 5. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations. In the event of such conflict, the parties shall meet in an attempt to resolve same.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client and patient care, and the extent of participation of the student in assisting with or observing

client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

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

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information, and HIPAA. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, house staff, and attending physicians

from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a direct result and to the extent of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the Agency.

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

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

11. **GOVERNING LAW**

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

12. **NO AGENCY/PARTNERSHIP**

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

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

Lisa Medawar, Executive Director
Pinnacle Health and Fitness

Date

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
DEPARTMENT OF HEALTH, CITY OF BAYONNE, NEW JERSEY**

This affiliation agreement (“Agreement”), effective September 15, 2024, is between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the Department of Health, City of Bayonne (“Department of Health, City of Bayonne”), located at 630 Avenue C, Bayonne New Jersey 07002, (collectively, the “parties”), for the Practical Nursing (PN) Program. The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing September 15, 2024, and continuing through September 15, 2026.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event of such termination, students then currently participating in the program shall be allowed to continue until they have completed their current assignment.

The Department of Health, City of Bayonne may immediately terminate a student(s) participation in the program established under this agreement, if The Department of Health, City of Bayonne believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with The Department of Health, City of Bayonne’s standards, policies, procedures, or health requirements. The Department of Health shall be responsible for its decision to terminate a student’s participation in the program.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid license to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.

- f. To require that students conform to the rules, regulations, and policies of The Department of Health, City of Bayonne. These rules, regulations and policies will be available and reviewed with the students/Faculty by The Department of Health, City of Bayonne.
- g. To require student's statement of health screening to include:
 - a. Physical exam
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Completion of drug screening before clinical rotation:
 - Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - e. Proof of COVID-19 vaccine
 - f. Proof of annual Flu vaccine
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

3. **THE DEPARTMENT OF HEALTH, CITY OF BAYONNE, NJ RESPONSIBILITIES**

The Department of Health, City of Bayonne agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Department of Health, City of Bayonne shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or

observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the clinical experience with The Department of Health, City of Bayonne will be jointly shared by The Department of Health, City of Bayonne's staff and the College's instructors, subject at all times to the policies, rules, and regulations of The Department of Health, City of Bayonne.
- b. A student of the College may be assigned to any facilities or programs within the The Department of Health, City of Bayonne's system.
- c. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with The Department of Health, City of Bayonne's policies, rules, and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. Students of the College will start their clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and The Department of Health, City of Bayonne.
- f. College and The Department of Health, City of Bayonne shall at all times be independent contractors. Nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and The Department of Health, City of Bayonne.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and The Department of Health, City of Bayonne shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation regarding both patient records, student records and personally identifiable information.

7. **INDEMNIFICATION**

The College shall protect, indemnify and hold harmless The Department of Health, City of Bayonne and its directors, officers, employees, medical staff, and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement of Program Participants or the College.

The Department of Health, City of Bayonne shall indemnify and defend the College and its trustees, directors, officers, employees, faculty, staff, students and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by the The Department of Health, City of Bayonne or its directors, officers, employees, medical staff and/or agents.

8. **EMERGENCY MEDICAL CARE**

The Department of Health, City of Bayonne agrees that College personnel, including students, assigned to The Department of Health, City of Bayonne in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. The Department of Health, City of Bayonne shall first look to the individual's medical insurance provider for payment of any bills.

9. **REGULATORY REQUIREMENTS**

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

10. **CHOICE OF LAW/DISPUTE RESOLUTION**

All disputes between the parties shall be governed by New Jersey law regardless of New Jersey's or any other jurisdictions' choice of law principles. The parties agree that the Superior Court of New Jersey venued in Hudson County shall be the exclusive jurisdiction for all matters and claims between the parties.

11. **INDEPENDENT CONTRACTORS**

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligations, each party shall be liable for its own debts, obligations, acts, and omissions.

12. **ASSIGNMENT**

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

Hudson County Community College

Name: _____

Title:

Signature: _____

Date: _____

The Department of Health, City of Bayonne

Name:

Title:

Signature: _____

Date: _____



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Cliffside Park Library

September 13, 2024- August 13, 2025

Description

Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and the Cliffside Park Library have established a program whereby HCCC CEWD will deliver Customer Service training to Cliffside Park Library.

Roles and Responsibilities

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

Cliffside Park Library

- 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 provide employee information to HCCC for the purpose of registering them into CEWD's student database.
- d) Agrees to provide attendance records for the trainings.
- e) Cliffside Park Library shall be responsible for its actions as well as the actions of its members, employees, and anyone taking classes.

Hudson County Community College, Continuing Education and Workforce Development (HCCC CEWD)

- a) Will assign an individual to be the main contact for the training.
- b) Agrees to consult with Cliffside Park Library regarding the workforce training program schedule.
- c) Agrees to design a 5-hour workforce curriculum in Customer Service for a one class session.
- d) Will provide printed materials for the class.
- e) Will provide instruction in-person.
- f) Will adhere to the training schedule which will take place during September of 2024. Any changes will be made in consultation with Cliffside Park Library.



- g) Will provide training for up to 25 employees for a single session training.
- h) Will recruit and hire instructor(s) for the training program.
- i) Will record and maintain student attendance.

Invoicing

- a) Cliffside Park Library agrees to pay HCCC \$1,403.00 as follows: 50% upon signing the agreement and 50% at the end of training. HCCC shall not be obligated to provide any services until the initial 50% payment is made. HCCC shall invoice the second 50% payment upon completion of the training. If the second 50% payment is not made within thirty (30) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month.

Dispute Resolution

- a) Any and all claims, disputes or other matters in question between the College and the Client arising out of or relating to this Agreement or alleged breach thereof, or the services provided thereunder, shall be subject to and determined exclusively by the Superior Court of New Jersey venue 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 New Jersey's or any other jurisdictions' choice of law or conflicts of laws, and provisions therein.

Assignment

The rights of the College or the Client 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.

Independent Contractor

The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

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 when received (or receipt refused) when sent by certified mail, return receipt requested, addressed to each party as follows:

As to the Cliffside Park Library:

Cliffside Park Library
505 Palisade Avenue
Cliffside Park, NJ 07010
Attention: Stephanie M. Bellucci

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 September 13, 2024 - August 13, 2025, and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

Cliffside Park Library

Hudson County Community College

By: _____

By: _____

Date: _____

Date: _____



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Accessible Community Empowerments, LLC

September 11, 2024 – September 10, 2026

This Memorandum of Understanding (MOU) between the Hudson County Community College and the Accessible Community Empowerment, LLC is entered into as of the date last signed by the parties below.

Description

Hudson County Community College (HCCC) and the Accessible Community Empowerments, LLC have established a program whereby HCCC will enroll students from Accessible Community Empowerments, LLC in the ACCESS program at the HCCC Center for Adult Transition (CAT).

Roles and Responsibilities

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

Accessible Community Empowerments, LLC

Will assign an individual to be the main contact for the CAT.

- a) Will share information with HCCC regarding students interested in the program to determine eligibility for the program and any accommodations required for the students.
- b) Agrees to provide employee information to HCCC for the purpose of registering students into CEWD's student database.
- c) Shall be responsible for its actions as well as the actions of anyone taking classes.
- d) All students shall be subject to HCCC's policies, procedures, and code of conduct while enrolled in the program.

Hudson County Community College

- a) Will assign an individual to be the main contact for the CAT.
- b) Agrees to consult with Accessible Community Empowerments, LLC regarding the ACCESS training program schedule.

- c) Will have the necessary accommodations for the student(s) to learn and successfully complete the program.
- d) Agrees to provide attendance records for the training.
- e) Will provide a certificate of completion to students who have successfully completed the ACCESS program.
- f) Will provide all the materials required for the class.
- g) Will adhere to the established training schedule. Any changes will be communicated to Accessible Community Empowerments, LLC.

Invoicing

- a) *Accessible Community Empowerment, LLC agrees to pay the per student fee for each student registered for the ACCESS program, that was referred from their program, and processed required invoicing information and paperwork to third partner financial payment service through Public Partnerships, LLC, for resubmission to HCCC Center for Adult Transition as payment for each referred registered student.*
 - a. *Reference information: What is Public Partnerships, LLC (PPL)?*
 - b. *The New Jersey Department of Human Services (DHS) has contracted with [Public Partnerships, LLC \(PPL\)](#) to act as the new Fiscal Intermediary (FI) for the Division of Developmental Disabilities (DDD), Division of Disability Services (DDS), and Division of Aging Services (DoAS).*
- b) Accessible Community Empowerment agrees to pay HCCC upon receipt of invoice.
- c) If payment is not made within thirty (30) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month. Unpaid invoices may also hold up issuance of certificates of completion for students who successfully complete the program.

Dispute Resolution

- a) Any and all claims, disputes, or other matters in question between the College and the Client arising out of or relating to this Agreement or alleged breach thereof, or the services provided thereunder, shall be exclusively subject to and exclusively 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 New Jersey's or any other jurisdictions' choice of law or conflicts of laws, and provisions therein.

Assignment

The rights of the College or the Client 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.

Independent Contractors

a) The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

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 when received (or receipt refused) if sent by certified mail, return receipt requested, addressed to each party as follows:

Victoria Villarreal, Support Coordinator
Accessible Community Empowerments, LLC
"Empowering your Hopes and Dreams"
<https://acempowerments.com/>
Phone:(201)927-4866

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 February 14, 2024 – June 30, 2026 and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Accessible Community Empowerments,
LLC:

By: _____
Date: _____

Hudson County Community College:

By: _____
Date: _____



MEMORANDUM OF UNDERSTANDING

Between
Hudson County Community College
and
Hoboken Public School District
August 14, 2024 – June 30, 2026

This Memorandum of Understanding (MOU) between the Hudson County Community College and the Hoboken Public School District is entered into as of the date last signed by the parties below.

Description

Hudson County Community College (HCCC) and the Hoboken Public School District, have established a program whereby HCCC will enroll students from Hoboken Public School District, in the ACCESS program at the HCCC Center for Adult Transition (CAT).

Roles and Responsibilities

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

Hoboken Public School District

- a) Will assign an individual to be the main contact for the CAT.
- b) Will share information with HCCC regarding students interested in the program to determine eligibility for the program and any accommodations required for the students.
- c) Agrees to provide employee information to HCCC for the purpose of registering students into CEWD's student database.
- d) Shall be responsible for its actions as well as the actions of anyone taking classes.
- e) All students shall be subject to HCCC's policies, procedures, and code of conduct while enrolled in the program.

Hudson County Community College

- a) Will assign an individual to be the main contact for the CAT.
- b) Agrees to consult with Hoboken Public School Districts, regarding the ACCESS training program schedule.
- c) Will have the necessary accommodations for the student(s) to learn and successfully complete the program.

- d) Agrees to provide attendance records for the training.
- e) Will provide a certificate of completion to students who have successfully completed the ACCESS program.
- f) Will provide all the materials required for the class.
- g) Will adhere to the established training schedule. Any changes will be communicated to Hoboken Public School District.

Invoicing

- a) Hoboken Public School District agrees to pay the per student fee for each student registered for the ACCESS program, that was referred from Hoboken Public School District program, and processed required invoicing information, for resubmission to HCCC Center for Adult Transition as payment for each referred registered student.
- b) Hoboken Public School District agrees to pay HCCC within 60 days of the date of the invoice.
- c) If payment is not made within sixty (60) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month. Unpaid invoices may also hold up issuance of certificates of completion for students who successfully complete the program.

Dispute Resolution

- a) Any and all claims, disputes, or other matters in question between the College and the Client arising out of or relating to this Agreement or alleged breach thereof, or the services provided thereunder, shall be exclusively subject to and exclusively determined by the Superior Court of New Jersey venue 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 New Jersey's or any other jurisdictions' choice of law or conflicts of laws rules or provisions therein.

Assignment

- a) The rights of the College or the Client 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.

Independent Contractor

The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

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 when received (or receipt refused) if sent by certified mail, return receipt requested, addressed to each party as follows:

Kristin E. Carr, Ed.D.
Director of School-Based Youth Services and Transition Programs
Hoboken Public School District
201-356-3737 | kcarr@hoboken.k12.nj.us
Hoboken High School
800 Clinton Street, Hoboken, NJ 07030

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 August 14, 2024 – June 30, 2026 and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Hoboken Public School District:

Hudson County Community College:

By: _____

By: _____

Date: _____

Date: _____



AFFILIATION AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND ALARIS HEALTH AT HAMILTON PARK

This Affiliation agreement, effective September 10, 2024 by and between Hudson County Community College ("College"), offices located at 161 Newkirk Street Jersey City #505 and at 168 Sip Avenue #203, Jersey City, New Jersey 07306; classroom located at 870 Bergen Avenue Room 208, Jersey City NJ 07306; and Alaris Health at Hamilton Park (collectively, the College and Alaris Health at Hamilton Park are referred to as the "parties") at 525 Monmouth Street Jersey City, NJ 07302 is the Enhanced Certified Nurse Aide Program ("Program"). The parties agree as follows:

1. TERM

This contract shall be for a period commencing September 10, 2024, and continues through September 9, 2025.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty days (120) days written notice to the other party. Students enrolled in the program as of the date of termination shall be entitled to continue through the end of their clinical rotations for the they are attending.

Alaris Health at Hamilton Park has the right to terminate a student's participation at the clinical site operated by Alaris Health at Hamilton Park if Alaris Health at Hamilton Park reasonably believes that the continued participation of the student is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Alaris Health at Hamilton Park's standards, policies, procedures, or health requirements. Alaris Health at Hamilton Park shall be solely responsible for its decision to terminate a student's participation at the clinical site.

If Alaris Health at Hamilton Park reasonably believes that the continued participation of the student is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Alaris Health's standards, policies, procedures, or health requirements, Alaris Health at Hamilton Park may decide to terminate a student's participation at the clinical site operated by Alaris Health at Hamilton Park. Except in the case of an emergency affecting the health and safety of Alaris Health's residents, or any other individual, Alaris Health shall provide notice to the College of Alaris Health's intent to terminate a student's participation at the clinical site prior to such termination, which notice shall include the reasons for the termination. Notwithstanding the providing of notice, Alaris Health's decision as to a student's participation at the clinical site shall be final. Alaris Health at Hamilton Park shall be solely responsible for its decision to terminate a student's participation at the clinical site operated by Alaris Health at Hamilton Park.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To require students to conform to the rules, regulations, and policies of Alaris Health at Hamilton Park. These rules, regulations and policies will be available and reviewed with the students/Faculty by Alaris Health at Hamilton Park.
- g. To require student's statement of health screening to include:
 - a. Physical exam per the requirements on the Medical Clearance form given to all applicants
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or a negative result on the QuantiFERON-TB-Gold test on file within the past 3-6 months, or a negative chest x-ray result within the past year
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. COVID-19 vaccinations and a Flu Shot during the required annual periods. Includes any additional requirements by the CDC and New Jersey Department of Health based on consistently updated protocols for long-term care providers.
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

3. **ALARIS HEALTH AT HAMILTON PARK RESPONSIBILITIES**

Alaris Health at Hamilton Park agrees:

- a. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- d. Alaris Health at Hamilton Park shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim).

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the clinical experience with Alaris Health at Hamilton Park will be jointly shared by Alaris Health at Hamilton Park's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Alaris Health at Hamilton Park.
- b. A student of the College may be assigned to any facilities or programs within the Alaris Health at Hamilton Park system.
- c. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and Alaris Health at Hamilton Park.
- d. The College and Alaris Health at Hamilton Park shall at all times be independent contractors. Nothing in this agreement shall be construed, or is intended, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Alaris Health at Hamilton Park.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Alaris Health at Hamilton Park shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including personally identifiable information and records pertaining to patients and students.

7. **INDEMNIFICATION**

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

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

8. **EMERGENCY MEDICAL CARE**

Alaris Health at Hamilton Park agrees that College personnel, including students, assigned to Alaris Health at Hamilton Park in conjunction with their participation in this agreement or the Program shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense.

9. **REGULATORY REQUIREMENTS**

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

10. **CHOICE OF LAW/DISPUTE RESOLUTION**

All disputes between the parties shall be governed by New Jersey law without regard to New Jersey's or any other jurisdictions conflicts of laws provisions. The parties agree that the Superior Court of New Jersey venued in Hudson County shall be the exclusive jurisdiction for all disputes and claims between the parties.

11. **INDEPENDENT CONTRACTORS**

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligations, each party shall be liable for its own debts, obligations, acts, and omissions.

12. **ASSIGNMENT**

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

Hudson County Community College

Name: _____

Title: _____

Signature: _____

Date: _____

Alaris Health at Hamilton Park

Name: _____

Title: _____

Signature: _____

Date: _____



MEMORANDUM OF UNDERSTANDING

September 11, 2024 – September 10, 2025

Between:

Hudson County Community College (HCCC) and the Hudson County Latin American Chamber of Commerce (HCLACC)

1. Description

The purpose of this Memorandum of Understanding is for HCCC and HCLACC to work together to mutually support each organization's mission. HCCC and HCLACC will work collaboratively to support entrepreneurs and small businesses in Hudson County, as well as the HCCC community. This may include workshops, business training programs, events to support entrepreneurial and student initiatives, other collaborative programs, sharing resources, and when available, cross-marketing opportunities, and sharing information. HCCC will work with staff, students, faculty, other college departments, and partners to support initiatives. HCLACC will work with staff and other partners to support initiatives. Both HCCC and HCLACC will share resources to expand their capacity to support entrepreneurs, small businesses, and the HCCC community.

2. Roles and Responsibilities

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

HCLACC

- a. Promote HCCC programs and events for entrepreneurs and small businesses.
- b. Collaborate on programs, including workshops, business training sessions, events.
- c. Share and leverage resources when available.
- d. Engage in cross-marketing initiatives and information sharing.

- e. Engage in planning and evaluation sessions with HCCC twice per year to review progress, address challenges, and plan future activities.

HCCC

- a. Promote HCLACC programs and events to students and the college community.
- b. Collaborate on programs, including workshops, business training sessions, events.
- c. Share and leverage resources when available.
- d. Engage in cross-marketing initiatives and information sharing.
- e. Engage in planning and evaluation sessions with HCCC twice per year to review progress, address challenges, and plan future activities.

3. 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. It is further understood that the term of this agreement is for the period: September 11, 2024 – September 10, 2025. Any continuation is subject to a new agreement.

4. Independent Contractors

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligations, each party shall be liable for its own debts, obligations, acts, and omissions.

5. Assignment

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

6. Choice of Law/Dispute Resolution

This agreement and the performance thereunder shall be governed by the laws of the State of New Jersey, without regard to New Jersey's or any other jurisdictions conflicts of laws rules or provisions. All disputes and claims between the parties arising out of, or relating to this Agreement or the obligations thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.

Heidi Castrillon
President & CEO
Hudson County Latin American
Chamber of Commerce

Dr. Christopher M. Reber
Hudson County Community College

Date

Date

Letter of Agreement

This Letter Agreement ("Agreement") is effective on _____, 2024 (date)

by and between:

Brookdale Community College
765 Newman Springs Road
Lincroft, NJ 07738

and

College name, address

WHEREAS, Brookdale Community College entered into an Access and Use License Agreement, effective May 15, 2024 ("Licensing Agreement"), with Content Talent South Consulting, LLC (CTS) to use certain curriculum materials and as more fully outlined under the terms and conditions of the Licensing Agreement; and

WHEREAS, _____(college) wishes to use and implement the curriculum materials of the Licensing Agreement at _____(college).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Licensing Agreement. _____(college) hereby acknowledges receipt of a copy of the Licensing Agreement, (attached hereto and incorporated herein as Exhibit 1), has read the Licensing Agreement and agrees to be bound by the provisions of the Licensing Agreement as it pertains to _____ (college) as an Educational Partner, which includes, but is not limited to access, use and limitations of the License, copyright and trademark notice requirements, identification of ownership of materials, and confidentiality and data protection obligations.

2. License Grant. Subject to said Licensing Agreement, Brookdale Community College, as the Lead Educational Partner, hereby grants to _____(college) a non-exclusive, non-transferable license to use the curriculum materials described in Exhibit A ("Licensed Curriculum") of the Licensing Agreement.

3. Nondisclosure. _____(college)acknowledges that the Licensed Curriculum, including but not limited to the identity of the Licensor, contains confidential and proprietary information of CTS ("Confidential Information").

_____ (college) agrees not to disclose any information contained in Exhibit A to any third party without the prior written consent of Brookdale Community College. _____ (college) will take all reasonable precautions not to disclose Confidential Information except as expressly authorized in the License Agreement and this Letter Agreement.

4. Remedies. In the event of a breach of this Letter Agreement, the parties shall be entitled to seek all remedies available at law or in equity.

5. Notice and Opportunity to Cure. Before pursuing any remedy, the non-breaching party shall provide the breaching party with written notice of the breach and a reasonable opportunity to cure such breach within five (5) business days from the date of the notice. If the breach is not cured within the specified time, the non-breaching party may proceed with the available remedies.

6. Term/Duration of Agreement/Financial Arrangement. The Term of this Letter Agreement and collaborative effort is for a one year period with two one year renewable options exercisable at the sole discretion of the Lead Educational Institution in writing prior to expiration of the then current Term. During Year One, there will be no consideration paid by the Educational Partner to the Lead Educational Partner; however, the parties agree to negotiate in good faith and determine a revenue share effective Year Two and thereafter.

IN WITNESS WHEREOF, the parties have executed this Letter Agreement with an effective date as stated above, regardless of date(s) of execution.

ACCEPTED AND AGREED:

Brookdale Community College

By: _____
Name: Dr. David M. Stout
Title: President
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment: Exhibit 1: Licensing Agreement between Brookdale Community College and Content Talent South (CTS).