

MEMORANDUM OF UNDERSTANDING

January 1, 2024 – December 31, 2024

This Memorandum of Understanding (“MOU”) is made between **Hudson County Community College** (“HCCC”), with offices located at 70 Sip Avenue, Jersey City, New Jersey, and **Hudson River Apiary Society** (“HRAS”), with offices located at 100 78th Street, North Bergen, New Jersey 07047 (hereinafter referred to collectively as the “Parties”, and individually as a “Party”). The Parties agree to the following:

1. Description

The purpose of this MOU is for HCCC and HRAS to work together to mutually support each organizations’ mission and to collaborate to create programs that support HCCC’s students and community residents. HCCC’s School of Continuing Education and Workforce Development, School of Business, Culinary Arts, and Hospitality Management, and School of Science, Technology, Engineering, and Math will, if applicable, be responsible for training programs, certificate programs, and events in furtherance of the purpose of this MOU. Both HCCC and HRAS will share resources to develop programs to support HCCC’s students and local community residents.

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.

Hudson River Apiary Society

- a. Work collaboratively with HCCC to support students and local community members by introducing them to the benefits of beekeeping.
- b. Refer or introduce internships/externships for students completing the HCCC beekeeping courses.
- c. Support HCCC with beekeeping-related workshops, training programs.
- d. Provide a curriculum, supplies, materials, and equipment for HCCC beekeeping courses.
- e. Refer qualified instructors to HCCC.

Hudson County Community College

- a. Collaborate with HRAS to support students in the study of beekeeping.
- b. Determine the type(s) of certification that would be most beneficial to students and prepare a proposal to offer the certification(s) on an on-going basis.
- c. Offer beekeeping instruction and training programs for students to gain an understanding and knowledge of beekeeping, in accordance with New Jersey’s laws, regulations, ordinances and code applicable to beekeeping.
- d. Work with HRAS to plan and offer beekeeping and other events.
- e. Promote beekeeping-related workshops, training programs and events to the community.

3. Term

The term of this MOU is for the period of January 1, 2024 – December 31, 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 MOU upon providing sixty (60) days’ prior written notice to the other Party. The termination will be effective at the end of the current semester in which the termination becomes effective.

4. Responsible for Own Actions

Each Party shall be responsible for their own actions in connection with this MOU, as well as the actions of their employees, agents, representatives and contractors.

5. Fees/Costs

Fees and/or costs for any program will be determined by the Parties. Any agreement on fees and/or costs shall be in writing and signed by the Parties. Once signed, the writing will constitute an amendment to this MOU.

6. Provisions and Amendments

This MOU contains all provisions agreed upon by the Parties. Any amendments to this MOU must be in writing and signed by either Party or their duly authorized representatives.

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.

Agreed to as of the dates set forth below:

Antonio Quinlan
Executive Director
Hudson River Apiary Society

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

MASTER ARTICULATION AGREEMENT
BETWEEN
SAINT PETER'S UNIVERSITY
AND
HUDSON COUNTY COMMUNITY COLLEGE

This Master Articulation Agreement ("Agreement"), effective as of August 1, 2023 ("Effective Date"), by and between **Hudson County Community College** ("Hudson") and **Saint Peter's University** ("SPU"), connects students in Hudson's Associate of Arts ("A.A."), and Associate of Science ("A.S.") degree programs to various Bachelor of Arts, Bachelor of Science, or Bachelor of Professional Studies (collectively "BA/BS/BPS Degree") programs offered at SPU. These connected degree programs enable students to complete their A.A., A.S., degrees at Hudson and then transfer to a variety of four-year programs at SPU towards the completion of a BA/BS/BPS degree.

WHEREAS, Hudson and SPU are both accredited institutions of higher education and generally accept for transfer purposes credits earned by students at the other institution and each party desires to establish a protocol to facilitate the transfer of credits earned by students in the Hudson A.A., or A.S., (collectively "Associate Degree") programs into the BA/BS/BPS Degree programs at SPU on a non-exclusive basis and pursuant to the following terms and provisions.

WHEREAS, this Agreement is entered into by the parties to provide a pathway for students in a specific major at Hudson to be able to meet admission standards for transfer into a specific major at SPU in order to attain their associate's degree at Hudson and bachelor's degree at SPU.

WHEREAS, Hudson and SPU are authorized by law to enter into this Agreement pursuant to N.J.S.A. 18A:64A-12j, and N.J.S.A. 18A:64A-25.I, et seq. respectively, and upon the authorization of their Board of Trustees to the extent required.

WHEREAS, performance of this Agreement shall be in full compliance with the State of New Jersey's Transfer Policy of September 2007, and the Comprehensive Statewide Transfer Agreement commonly referred to as the Lampitt Law.

WHEREAS, the purpose of this Agreement is to provide students with an opportunity to plan their total baccalaureate experience at the beginning of their college education, to provide students with a seamless transition and to minimize duplicate coursework and to facilitate the recruitment of students into programs offered by both institutions.

WHEREAS, the successful implementation of this Agreement depends upon communication of its contents to all involved participants, and assumptions of responsibility by both institutions for such communication. Annual periodic reviews and updates are

essential to ensuring a seamless transfer curriculum. Programmatic changes by either institution will necessitate amendments to this Agreement as appropriate.

NOW THEREFORE, the parties agree to the following:

1. The recitals set forth above are hereby incorporated into this Agreement as if fully repeated herein.

2. **The Connected Degree Curricula**

The Hudson Associate Degree programs consist of two-year preparatory curricula for students who may plan on transferring to bachelor degree programs offered by major institutions like SPU. The A.A., and A.S., curriculums at Hudson provide students with a strong foundation in their corresponding fields along with problem-solving experience and communication skills. The AAS and AFA degrees will not be accepted at SPU.

The BA/BS/BPS Degree programs at SPU prepare graduates to enter various professions in many areas. Graduates may be employed in industry, government, or academia. Additionally, graduates will be prepared to pursue graduate studies, should they choose to do so.

Hudson and SPU will develop and maintain accurate, up-to-date course equivalency listings for Hudson's Associate Degree programs and the BA/BS/BPS Degree programs at SPU (which will be posted on SPU website). This would be reviewed annually in June of each year.

The institutions may expand these connected degree programs from time-to-time as agreed upon by the institutions in a written amendment with attached appendix to this Agreement.

Each institution will assign an appropriate number of staff persons to serve as liaisons to assure on-going communication between the two institutions. Proposed changes in curriculum by either institution will be addressed to ensure that they are acceptable to the other and that they will not cause unnecessary difficulty for students seeking transfer.

Further, SPU agrees to engage a Saint Peter's University employee to administer the day-to-day operations of this Agreement on the campus of Hudson; Hudson agrees to provide shared space and other services necessary for the SPU staff member administering the daily operations of this Agreement on the Hudson campus.

3. Transfer Requirements

The purpose of this Agreement is to facilitate Hudson students who transfer to SPU to carry with them the credit they have already earned for as much relevant study as possible. Any Hudson student who is admissible to SPU may transfer credits as designated by SPU.

- a. The Hudson student must have completed his/her/their degree at Hudson in good academic, behavioral and financial standing, and meet the minimum GPA of 2.0 (with the exception of the Nursing program).
- b. Hudson students will go through SPU's transfer process and therefore must meet all applicable requirements and deadlines pertaining to the application for admission, orientation and registration, and payment of tuition and fees. They will abide by the policies and procedures, along with any revisions thereof that apply to all SPU students.
- c. The Hudson student must earn their A.A./A.S. degree from Hudson and submit their official transcript to SPU to participate in this Agreement. The A.A./A.S. degree earned by the student at Hudson will waive the General Education requirements at SPU.
- d. Only the courses at a 100 or 200 level in which the Hudson student earned a grade of "C " or above and where were applicable toward the BA/BS/BPS Degree programs at SPU (Appendix C) will be considered for acceptance by SPU. Saint Peter's University will accept a grade of P or D, provided this is earned as part of the A.A./A.S. degree.
- e. The Hudson student must otherwise meet the admission standards and comply with the admissions procedures of SPU (with the exception of the Nursing Program). All determinations that a Hudson student has satisfied the prerequisites for admission, and the application of credit to the BA/BS/BPS Degree programs shall be made in the sole discretion of SPU.

f. SPU reserves the right to deny admission and/or the granting of transfer credit for courses completed with respect to any person whose participation in the BA/BS/BPS Degree programs imposes an undue risk of harm to him/herself or others or the property of SPU or others, or if the person is determined to have submitted false or misleading credentials, to have participated in academic dishonesty, fraud or misrepresentation in any courses, or is otherwise determined to be ineligible for participation in the BA/BS/BPS Degree programs. Saint Peter's University shall not be unreasonable in their discretion in considering whether a Hudson student is otherwise determined to be ineligible for participation in the BA/BS/BPS Degree programs.

- g. Hudson agrees that SPU shall have the sole and final authority and oversight with respect to all academic matters regarding SPU's degree programs, including but not limited to admission and registration processes, tuition and fees (including increases and in-state/out of state rate determinations), conferring of degrees and maintenance of all its own official student educational records.

4. Responsibilities of Institutions

Each institution shall be solely responsible for establishing, collecting and retaining tuition from students enrolled in its own degree programs. Neither party shall receive any compensation from the other under this Agreement and there will be no tuition or revenue sharing of any kind.

Neither institution shall have any financial obligation to the other institution under this Agreement. To the extent allowable by applicable law, each institution hereby assumes any and 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.

Except with respect to the articulation protocol established in this Agreement, Hudson students must comply with and will be bound by the standards, policies, guidelines and regulations of SPU in effect at the time of their application for admission to SPU and during their enrollment at the same.

This Agreement is not intended to and shall not be so construed as to create any independent rights in any students of Hudson nor include Hudson students as parties hereto.

During the term of this Agreement, each institution hereby grants to the other institution a nonexclusive and nontransferable right, to use and display the other institution's name and/or logos in print publications in connection with the promotion and implementation of this Agreement. All promotional and/or marketing materials created or used by either institution will be pre-approved by the other institution prior to dissemination; such approval not to be unreasonably withheld. Saint Peter's University will provide Hudson with information packets for transfer admissions. Hudson will provide its students with information about transferring to SPU, including the list of course equivalencies pertaining to this Agreement.

Unless authorized by SPU, Hudson will not make any representations or offer any guarantees to prospective Hudson students about the likelihood of awards of financial aid or scholarships or student employment at SPU. HCCC alumni and final term/graduating students will be eligible for HCCC-specific scholarships. Scholarship amount and criteria will vary annually and will be based upon GPA at the time of degree conferral, or GPA during their final semester at Hudson.

5. Compliance

Implementation and interpretation of this Agreement will be consistent with and subject to all applicable and mandatory approvals, policies and procedures established by the appropriate accreditation bodies, including Middle States Commission on Higher Education, the New Jersey Secretary of Higher Education, the United States Department of Education, and other agencies that have jurisdiction over the operations of either institution. Hudson and SPU are responsible for identifying and communicating to each other any change in the policies or requirements of their respective institutions that affect this Agreement. The appropriate individuals at each institution will review and consider such changes upon request and to the extent required, adjust the programs accordingly.

Participation of Hudson students under the articulation protocol established in this Agreement will be permitted in compliance with applicable federal, state, and local nondiscrimination laws and regulations. The parties shall comply with all applicable laws and shall not discriminate

against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression, pregnancy, genetic information, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other protected category under Federal or State of New Jersey law. Both institutions shall maintain their respective individual accreditation and this Agreement shall be binding only so long as that accreditation is maintained by both institutions.

Both institutions recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as it may be amended from time to time, in the handling of educational records of students enrolled in their institutions. The parties may possess and come to possess confidential student records that have been created, discovered or developed in the course of the programs. Each party shall keep confidential all such student records and information and will not without the prior written consent of the other party use for its benefit or disclose at any time, except to the extent written required by the performance of this Agreement or by law, any such information. Each institution shall share student information with the other in accordance with FERPA and any applicable state and local laws, including any regulations of the institutions' regional accrediting association Middle States Commission on Higher Education. Nothing contained herein shall limit the discretion of each institution to execute this Agreement, in accordance with its own educational policies, criteria and standards.

6. General Provisions

This Agreement may not be assigned by either institution to another party without the further written consent of the other institution.

Each institution acknowledges and agrees that the relationship with the other is that of independent contractors, and this Agreement shall not be construed to create a partnership, joint venture, or agency relationship between Hudson and SPU.

This Agreement shall not be amended or modified except by written agreement of the institutions.

This Agreement represents the entire agreement between the institutions with respect to the subject matter and supersedes all prior negotiations, representations and/or agreements, between the institutions relating to the subject matter of this Agreement, with the exception of those programs identified in the Hudson AS Degree in Nursing to SPU BSN Degree, Dual Enrollment/Automatic Transfer Agreement between Saint Peter's University and Hudson County Community College, and the Hudson County Community College AAS in Culinary Arts to SPU BSBA Hospitality Event and Sports Management. This Agreement shall not have retroactive application to any Hudson student covered under a prior articulation agreement between the institutions.

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey without regard to its conflicts of laws principles and rules. In the event of a dispute, the institutions shall firstly attempt to settle it by negotiation within thirty (30) days before any other action is taken. The Superior Court of the State of New Jersey shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits

and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

Neither institution shall have any liability to the other for consequential, exemplary, special, incidental or punitive damages even if advised of the possibility of such damages, including without limitation lost profits and opportunity.

Except as otherwise contained herein, each institution disclaims all warranties and representations, either express or implied, with respect to its programs and/or any courses or services to be provided hereunder.

Both institutions recognize that the proprietary information and/or materials of each institution shall remain the property of that institution throughout and subsequent to this Agreement.

If the performance of any obligation under this Agreement on the part of either institution should be prevented or delayed by an event of force majeure beyond its reasonable control, including but not limited to acts of war, revolution, insurrection, terrorism, civil unrest, strikes or work stoppages, fire, flood, earthquake or other natural disaster, or pandemic/epidemic, then the affected institution's duty to perform its obligations under this Agreement shall be excused as reasonably required or justified by the circumstances, and this Agreement may be terminated upon the written request of either institution.

This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or other terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

Term and Termination

This Agreement shall continue from the Effective date of August 1, 2023 for a period of time not to exceed twenty-four (24) months and shall automatically renew thereafter for additional two (2) year periods, unless and until it is discontinued by either institution for convenience by submitting written notification to the other institution at least ninety (90) days before the end of any semester in SPU's school year in order to protect all students transferring between institutions. Such early termination notice shall be effective for the

upcoming semester and without further liability or obligation to the other institution. With respect to Hudson, the parties agree that the term of this Agreement shall comply with the County Colleges Contract Law.

N.J.S.A 18A:64A-25.1, et seq.

In the event of a breach or default of any material term or condition of this Agreement by either party, the non-defaulting party shall promptly notify the other Party, in writing, of the alleged breach and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of thirty (30) days, the party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or in part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

In the event that this Agreement is terminated early for any reason, SPU commits that it shall make a good faith effort to formulate a "teach-out" plan applicable to all then enrolled Hudson students. The institutions agree that any early termination shall be made through a consultative process with one another.

Notices

Whenever written notice is required or permitted to be given by one party to the other, it shall be deemed to be sufficiently given when received (or receipt refused) when sent by United States mail with the proper postage affixed by certified mail, return requested, or nationally recognized courier (such as FedEx) subject to confirmation of receipt.

This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties.

The undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective institutions. The institutions have duly executed and delivered this Agreement as of the dates set forth below. Signatures on the following page. The point of contact for HCCC will be Jennifer Valcarcel and the best way to contact her is by emailing transferpathways@hccc.edu. The best point of contact for SPU is Nicole DeCapua Rinck and the best way to contact her is by emailing ndecapuarinck@saintpaters.edu

**FIRST AMENDMENT TO THE AFFILIATION AGREEMENT
BY AND BETWEEN
ROBERT WOOD JOHNSON HEALTH NETWORK
AND
HUDSON COUNTY COMMUNITY COLLEGE**

THIS FIRST AMENDMENT to the Affiliation Agreement (as defined herein) (this “First Amendment”), is entered into and made effective as of May 1, 2023 (the “First Amendment Effective Date”) by and between Hudson County Community College (the “School”) and Robert Wood Johnson Health Network (the “Network”). Network and School are each a “Party” and collectively, the “Parties.”

WITNESSETH

WHEREAS, the School and the Network entered into that certain Affiliation Agreement, effective on April 1, 2021 (the “Agreement”);

WHEREAS, the Parties desire to amend certain provisions of the Agreement and have agreed to a two (2) year extension of the Agreement, commencing on May 1, 2023, as amended, subject to the terms and conditions of the Agreement, set forth herein.

WHEREAS, the parties have determined that it would be in their best interests to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein considered and each act performed hereunder by the parties, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, the Network and the School hereby agree to amend the Agreement, as follows;

1. Any capitalized terms herein shall have the same meaning as set forth in the Agreement, unless otherwise defined herein.
2. Section 1 of the Agreement is amended by deleting the section and replacing it with the following:

Section 1. TERM

This Agreement shall be for a period commencing on May 1, 2023 and continuing until April 30, 2025. (2 years).

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

The Network may immediately terminate a student(s) participation in the program established under this Agreement, if the Network, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Network or patient care, or otherwise not in conformity with Network standards, policies, procedures, or health requirements.”

3. Except as modified by this First Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of the First Amendment and the terms of the Agreement, the parties agree that the terms of this First Amendment shall control.
4. This First Amendment may be executed in several counterparts, each of which shall be deemed a duplicate original so long as each party has executed one counterpart; all of which counterparts collectively shall constitute one instrument representing this First Amendment. A counterpart signed and sent by facsimile transmission or by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their duly authorized representatives effective as of the First Amendment Effective Date written above.

Date of Signature:

ROBERT WOOD JOHNSON HEALTH NETWORK:

By: _____

Date of Signature:

HUDSON COUNTY COMMUNITY COLLEGE:

By: _____

HUDSON COUNTY COMMUNITY COLLEGE

AND THE ROTHMAN ORTHOPAEDIC INSTITUTE
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this ____ of ____ between Rothman Orthopaedic Institute, (the "Center") **located at 1 Journal Square Plaza, 2nd floor, Jersey City, New Jersey 07306** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

1. TERM

This Agreement covers the period from January 1, 2024 to January 1, 2026 unless earlier terminated by a party pursuant to the terms of this Agreement. Upon the expiration of the term, this Agreement may be renewed upon the execution of a new agreement or written amendment to this Agreement.

2. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Center.
6. The School will provide the Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Center to assign the Center's staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Center.
 11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
 - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
 - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
 - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.
3. CENTER RESPONSIBILITIES
1. Center will designate a liaison to coordinate with Faculty.
 2. Center will remain ultimately responsible for patient care at Center.
 3. Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
 4. Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
 5. Center will provide the Program with copies of the Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
 6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Center, the School shall be notified immediately. The Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
 7. An orientation will be provided by Center for Faculty and Students prior to commencement of the clinical experience.
 8. Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Center is provided reasonable notice of such days.

9. School and affected Students will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
 10. Center will provide space for Student record maintenance, including JCERT required program documentation.
 11. Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
 12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
 13. Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
 14. Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
 15. Center will provide release time to staff radiographers designated as clinical instructors, as requested.
 16. Center shall provide adequate staffing at the Center so that Students are never used as Center staff replacements.
4. MUTUAL RESPONSIBILITIES
1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Center at least one week before the beginning of each semester.
 2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Center. Prior to requesting withdrawal of a Student, a Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Center shall maintain the right to withdraw Students. Center shall be responsible for any unilateral decision made by Center to withdraw a Student.
 3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
 4. Center retains the right to have a Student or Faculty excluded from Center. Center maintains the right to immediately remove a Student from Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Center may require to prevent interference with its proper operation. Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Center.

5. The Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Center will make every effort to inform the School of such changes at least one week in advance of that time period.

5. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
3. The Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.

Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all third-party claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Center's employees, staff, servants, trustees, officers, directors, or agents in connection with their duties at the Center. Each party agrees that

it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim, and then only to the extent of such prejudice.

6. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if,

prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

7. MISCELLANEOUS

1. In accordance with Federal Law and New Jersey, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Center, the Parties agree that said Students and Faculty are deemed to be part of Center's workforce for HIPAA compliance purposes and subject to the Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
 - a. Both School and Center shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by Center, which shall be made available to Students.
 - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:
 1. Take all reasonable steps to hold Confidential Information in confidence
 11. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
 111. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
 - c. Excluded from "Confidential Information" shall be any information or data which (i) the

other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.

- d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Center and School.

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

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party. The notice shall be effective when same is received, or when receipt is refused.

As to Center:

Rothman Orthopedic Institute
345 Madison Avenue, 3rd/4th Fl.
New York, NY 10022
Attention: Legal Department

As to School:

Cheryl Cashell, MS, R.T. (R)(M)(QM)
Hudson County Community College
Director, Radiography Program
Hudson County Community College
870 Bergen Avenue- 2nd floor
Jersey City, NJ 07306

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6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is

contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Center and School.

19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Dr. Chris Reber, President

Rothman Orthopaedic Institute

By: _____
Director of Compliance

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE
AND
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
__STANLAW FITNESS__**

Agreement, effective Nov __1st__, 2023 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Stanlaw Fitness (Agency)
676-678 Broadway
Bayonne, NJ 07002**

1. **TERM**

This contract shall be for a period of two years commencing Nov __1st__, 2023 and continuing until October __31st__, 2025 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 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 (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) participate 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.

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 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 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 his/her/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. 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 STANLAW FITNESS, and its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship 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.

STANLAW FITNESS 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 result of any negligent acts of omission or commission by the Agency or its officers, directors, employees, or Faculty members committed in connection with this agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

STANLAW FITNESS 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. Nothing set forth herein shall serve as a waiver of any claim by any individual.

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

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

11. **GOVERNING LAW**

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

12. NO AGENCY/PARTNERSHIP

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

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

Mike Stanlaw
Stanlaw Fitness

Date

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is entered into as of the ___ day of _____, 2023 between New Jersey Reentry Corporation, headquartered at 591 Summit Avenue, Suite 605B, Jersey City, NJ 07306 (hereinafter referred to as “Agency”) and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as “College”).

WHEREAS, the College has a curriculum in Human Services; and

WHEREAS, service learning experience is a required and integral component of the Human Services curriculum; and

WHEREAS, the College desires the cooperation of the Agency in the development and implementation of the service learning experience phase of its Human Services curriculum; and

WHEREAS, Agency desires to participate with the College in the development and implementation of service learning experience for Human Services students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall be for a period commencing on _____ and continuing until _____. The Agreement may thereafter be renewed on an annual basis for up to two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

- A. Either party hereto shall have the right to terminate this Agreement at the end of the initial one (1) year term or annual renewal time period upon thirty (30) days prior written notice to the other party.
- B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.
- C. If the Agency exercises its right to terminate this Agreement, the Agency agrees that no students participating in an ongoing clinical affiliation program will be denied the opportunity to complete the clinical program, even when the effective date of termination occurs prior to the completion date of the program.

3. COLLEGE RESPONSIBILITIES

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

The College shall:

- A. Assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content, and faculty appointments.
- B. The College assures that all instructors possess the requisite academic qualifications for their academic roles.
- C. The College will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- D. The College shall inform its students of the requirement to conform to the rules, regulations, and policies of the Agency.
- E. The College will inform its students that they must meet certain health standards as required by the Agency.

4. AGENCY RESPONSIBILITIES

The Agency shall:

- A. Participate in joint evaluation of the effectiveness of the fieldwork experiences through meetings and/or written, online evaluations of the students as well as inform the College of any problems or concerns that may affect the student's performance or permanence in that field setting.
- B. The Agency shall provide one hour of individual or triadic supervision a week and provide the necessary supplies and facilities as may be required to ensure quality education for the students without impairing quality program participant care.
- C. The Agency shall provide an orientation of its facilities, and procedures for the College's students. Agency rules, regulations, and policies will be available and reviewed with each student by the Agency.
- D. The Agency shall provide emergency care for students in case of illness or accident. However, Agency shall not be responsible for any further care. In no event shall Agency be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The College shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

- E. The Agency shall supervise the College's students while the students are on the premises of the Agency for the purposes of the program. No student shall be deemed under the control or supervision of the Agency while not on Agency's premises.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all program participant care, and the extent of participation of students in assisting with providing program participant care.
- B. Responsibility for planning the clinical experience in 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 the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules, and regulations.
- E. Each 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 the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise students of the following conditions of participation in the program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program:

- A. Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- B. The health of all students assigned to the Agency shall meet the standards required for the Agency's employees.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

- C. Students of the College acknowledge that all information regarding program participant identity, diagnosis, prognosis, treatment, and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality, and dignity of any program participants with whom the students have contact during the clinical program provided for herein.
- D. The student will provide medical documentation of any special physical needs while participating in the program.
- E. Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting training at the Agency as required by the Agency's criminal background check procedure. Any student whose record shows an adverse finding will be subject to review by the Agency. The Agency may reject any student for clinical training based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

College and Agency agree that each shall comply with all applicable requirements of Municipal, County, State, and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation, the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INDEPENDENT CONTRACTOR

Both Agency and College are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Agency and College. Rather, in discharging all duties and obligations hereunder, Agency shall at all times be in and remain an independent contractor relationship with College.

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

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

9. CONFIDENTIALITY

Both College and Agency shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical records policies and guidelines established and approved by Agency, which shall be made available to the College’s students.

10. NO DISCRIMINATION

The College and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation, or disability for the purposes of this Agreement.

11. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

12. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of Agency or College, and this Agreement contains all the covenants and agreements between the parties with respect to this affiliation agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

13. MODIFICATION

Agency or College may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

14. ASSIGNABILITY

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm, or corporation without the prior written consent of the other party.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

16. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or when received (or receipt refused) when sent by United States mail, postage prepaid, addressed as follows:

As to the Agency:

New Jersey Reentry Corporation
591 Summit Avenue, 6th Floor
Jersey City, NJ 07306
Attn: General Counsel

As to the College:

Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306
Attn.: Department of Humanities and Social Sciences

17. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, and their representatives, agents, interns, contractors, consultants, employees, officers, and directors from and against any and all third-party claims and causes of action to the extent caused by the indemnifying party's negligent acts, errors, intentional acts, or omissions in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized corporate officers on the day and year first above written.

NEW JERSEY REENTRY CORPORATION

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

Signed: _____

Date: _____, 2023

Name: James E. McGreevey

Title: Chairman

HUDSON COUNTY COMMUNITY COLLEGE

Signed: _____

Date: _____

Name:

Title:

Revised January 19, 2013

4841-9822-6480, v. 1

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is entered into as of the 11 day of October 2023 between COMUNIDAD UNIDA REHABILITACION DE ADICTOS, (CURA, INC) having an address at 47 Lincoln Park Newark, NJ 07102 (hereinafter referred to as "Agency") and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as "College").

WHEREAS, the College has a curriculum in Human Services; and

WHEREAS, service learning experience is a required and integral component of the Human Services curriculum; and

WHEREAS, the College desires the cooperation of the Agency in the development and implementation of the service learning experience phase of its Human Services curriculum; and

WHEREAS, Agency desires to participate with the College in the development and implementation of service learning experience for Human Services students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall be for a period of two (2) years commencing on October 11, 2023 and continuing until October 11, 2025. The Agreement may thereafter be renewed on an annual basis for two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

- A. Either party hereto shall have the right to terminate this Agreement at the end of the initial one (1) year term or annual renewal time period upon thirty (30) days prior written notice to the other party.
- B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, and such breach was reasonably able to be cured within thirty (30) days, the other party may, at its sole option, terminate this Agreement. If the breach is unable to reasonably be cured within thirty (30) days, and so long as the breaching party has been diligently taking steps to remedy the breach, then the breaching party shall be entitled to an extension of its opportunity to cure for the minimum amount of time necessary to cure the breach.
- C. If the Agency exercises its right to terminate this Agreement, the Agency agrees that no students participating in an ongoing clinical affiliation program will be denied the opportunity to complete the clinical program, even when the effective date of termination occurs prior to the completion date of the program.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

3. COLLEGE RESPONSIBILITIES

The College shall:

- A. Assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments.
- B. The College assures that all instructors possess the requisite academic qualifications for their academic roles.
- C. The College will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- D. The College shall inform its students of the requirement to conform to the rules, regulations and policies of the Agency.
- E. The College will inform its students that they must meet certain health standards as required by the Agency of its employees.

4. AGENCY RESPONSIBILITIES

The Agency shall:

- A. Participate in joint evaluation of the effectiveness of the field work experiences through meetings and/or written, online evaluations of the students as well as inform the College of any problems or concerns that may affect the student's performance or permanence in that field setting.
- B. The Agency shall provide one hour of individual or triadic supervision a week and provide the necessary supplies and facilities as may be required to insure quality education for the students without impairing quality client care.
- C. The Agency shall provide an orientation of its facilities, and procedures for the College's students. Agency rules, regulations and policies will be available and reviewed with each student by the Agency.
- D. The Agency shall provide emergency care for students in case of illness or accident. However, Agency shall not be responsible for any further care. In no event shall Agency be responsible for a greater amount or degree of care of assistance than it would reasonably provide for its paid employees. The College shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

expenses incurred.

- E. The Agency shall supervise the College's students while the students are on the premises of the Agency for the purposes of the program. No student shall be deemed under the control or supervision of the Agency while not on Agency's premises.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of student in assisting with providing client care.
- B. Responsibility for planning the clinical experience in 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 the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules and regulations.
- E. Each 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 the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise students of the following conditions of participation in the program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program by Agency:

- A. Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- B. The health of all students assigned to the Agency shall meet the standards required for the

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

Agency's employees.

- C. Students of the College acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any patients with whom the students have contact during the clinical program provided for herein.
- D. The student will provide medical documentation of any special physical needs while participating in the program.
- E. Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting training at the Agency as required by the Agency 's criminal background check procedure. Any student whose record shows an adverse finding will be subject to review by the Agency. The Agency may reject any student for clinical training based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

College and Agency agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INDEPENDENT CONTRACTOR

Both Agency and College are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Agency and College. Rather, in discharging all duties and obligations hereunder, the Agency shall at all times be in and remain an independent contractor relationship with College.

Neither Agency nor College is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Agency or College, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or College,

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
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HUDSON COUNTY COMMUNITY COLLEGE**

it being the intent of this Agreement that Agency and College shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

9. CONFIDENTIALITY

Both College and Agency shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical records policies and guidelines established and approved by Agency, which shall be made available to the College's students.

10. NO DISCRIMINATION

The College and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement.

12. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

13. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of Agency or College, and this Agreement contains all the covenants and agreements between the parties with respect to this affiliation agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

14. MODIFICATION

Agency or College may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

15. ASSIGNABILITY

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to the Agency:

Comunidad Unida Rehabilitacion de Adictos, (CURA, INC)
47 Lincoln Park
Newark, NJ 07102
Att: President / CEO

As to the College:

Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306
Attn.: Department of Humanities and Social Sciences

18. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, and their representatives, agents, employees, officers and director from and against any and all third party claims and causes of action to the extent caused by the indemnifying party's negligent acts, errors, intentional acts or omissions in connection with this agreement.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized corporate officers on the day and year first above written.

Comunidad Unida Rehabilitacion de Adictos CURAJNC

Signed: 

Date: October 11 2023

Name: Roberto Flecha, MA, MBA, LCADC, CCS

Title: President / CEO

HUDSON COUNTY COMMUNITY COLLEGE

Signed:

Date:

Name:

Title:

Revised January 19, 2013

4841-9822-6480, v. 1



**Agreement Between
Hudson County Community College
and
Rutgers Youth Success Program (RYSP), within the Center for Advanced Infrastructure and
Transportation (CAIT) at Rutgers, The State University of New Jersey
November 22, 2023 – November 21, 2026**

I. Description

Hudson County Community College (HCCC) and the Rutgers Youth Success Program (RYSP) have collaborated to establish a program to provide education and training to disconnected and justice-involved youth. The partnership includes the provision of academic (credit) courses and continuing education (noncredit) courses in a virtual modality.

II. Partnership Scope

A. Purpose and Goals

The primary objective of this Agreement is to provide training for disconnected and justice-involved youth in New Jersey (statewide) who are enrolled in the RYSP.

It is anticipated that the provision of post-secondary education for disconnected, and justice-involved youth will inform and encourage graduates of the training program to pursue further education, employment, and/or a registered apprenticeship program.

Youth who are participating in RYSP and enroll at Hudson County Community College will be eligible for in-county tuition for credit courses, regardless of their residency.

B. Institutional Responsibilities

RYSP and the College agree to promote the partnership in appropriate publications and at recruitment and outreach activities.

1. RYSP and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. RYSP and the College agree to acknowledge and recognize the partnership programs on each institution's website and via other marketing and publicity methods.



2. RYSP and the College agree to promptly communicate with each other on any future program changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

C. RYSP

1. Will consult with HCCC to determine the training course subject(s) and scheduling.
2. Agrees to recruitment and notification of students to assure that students are attending classes at the assigned times.
3. Shall be responsible for its actions as well as the actions of its members and anyone taking classes. RYSP 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 RYSP member or enrollee interaction.

D. Hudson County Community College

1. Agrees to consult with RYSP regarding training course offerings and scheduling.
2. Will provide virtual instruction in subject areas requested by RYSP.
3. Will develop and/or provide curriculum for each class requested.
4. Will record and maintain student attendance.
5. Will provide final evaluations and certificate of completion for those who successfully complete.
6. Will provide academic credit to students who complete courses listed in the academic catalog.

E. Agreement Review

1. RYSP and the College will notify one another of programming changes. This Agreement will continue in effect and will be automatically renewed from academic year to academic year, for a total term, including renewals, of up to three years, although either RYSP or the College may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College.
2. This Agreement shall be reviewed and modified, as needed, every three years by RYSP and the College.



3. This agreement represents the entire agreement between RYSP and the College 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.

III. Invoicing

- a. Prices for each course will be determined by HCCC and presented to RYSP for approval. Once approved, the prices will be set forth in writing signed by both parties which will serve as an amendment to this Agreement.
- b. HCCC will invoice RYSP upon the start of the training course.
- c. RYSP will pay invoices within 30 days of receipt. Payments not received timely shall be subject to a late payment fee of one percent (1%) per month.

IV. Dispute Resolution

Any and all claims, disputes or other matters in question between the College and RYSP 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 venue in Hudson County, New Jersey.

V. Governing Law

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

VI. Assignment

The rights of the College or RYSP 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.

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

As to RYSP:

As to the College:

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

VIII. Independent Contractors

The parties relationship shall be that of independent contractors. The parties are not agents of one another. This Agreement does not 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 RYSP nor any authorized person providing the services on behalf of RYSP are, or shall be considered College employees.

IX. Term

It is further understood that the term of this agreement is for the period: November 22, 2023 – November 21, 2026 and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

Rutgers Youth Success Program:

Hudson County Community College:

By: _____

By: _____
Dr. Christopher M. Reber, President

Date

Date



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Bridgeway Behavioral Health Services

November 22, 2023 – November 21, 2024

Description

Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and the Bridgeway Behavioral Health Services (BBHS) have established a partnership whereby HCCC CEWD will develop and deliver a Phlebotomy Refresher course for nurses.

Roles and Responsibilities

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

Bridgeway Behavioral Health Services

- 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) Will recruit students/employees to enroll in 1 day, (7 hours of course work and 1 hour lunch) Phlebotomy Refresher course.
- d) Agrees to provide employee information to HCCC for the purpose of registering them into CEWD's student database.
- e) BBHS shall be responsible for its actions as well as the actions of its members, employees, and anyone taking classes.
- f) Enroll a minimum of 10 students and a maximum of 17 students in the Phlebotomy Refresher course. All students shall be subject to HCCC's policies, procedures, and code of conduct.

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 BBHS regarding the workforce training program schedule.
- c) Will develop a customized Phlebotomy Refresher course based on the BBHS’s training needs.
- d) Will provide in-person instruction for the Phlebotomy Refresher course.
- e) Agrees to provide attendance records for the training.
- f) Will provide a certificate of completion to students who have successfully completed the Phlebotomy Refresher course.
- g) Will provide all the materials required for the class.
- h) Will adhere to the training schedule, which is planned for November-December 2023. Any changes will be made in consultation with the BBHS.
- i) Will provide training for up to 17 employees in the Phlebotomy Refresher course.
- j) Will recruit and hire an instructor(s) for the training program.

Total number of training hours:	7 hours
Number of students per cycle:	Up to 17

Introduction and Evaluation	1	hours
Lecture	2	hours
Phlebotomy Practicum and Skills Evaluation	4	hours

Schedule:

9 am- 5 pm (8 hours), with 1-hour lunch (12 pm-1 pm) = 7 training hours

Invoicing

- a) The total cost of the Phlebotomy Refresher training is \$3,800
- b) BBHS agrees to pay HCCC as follows: 50% (\$1,900) upon signing the agreement and 50% (\$1,900) at the end of the training course.
- c) 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.
- d) 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 any choice of law or conflicts of laws, and provisions therein.
- b) 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.

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:

Bridgeway Behavioral Health Services:

Bridgeway Behavioral Health Services
373 Clermont Terrace, Union, New Jersey 07083
Michael Swerdlow, Director, Integrated Care

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 November 22, 2023, until November 21, 2024, and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Bridgeway Behavioral Health Services

Hudson County Community College

By: **Cory Storch**

By: _____

Date: 10/20/2023

Date: _____

Academic Partners

This CompTIA Authorized Partner Agreement ("Agreement") between CompTIA, Inc. ("CompTIA") and the undersigned ("Academic Partner") forms the mutual understanding and agreement of the parties of the CompTIA Authorized Partner Program ("Academic Partner Program"). In addition to the terms and conditions in this Agreement, the attached Exhibit(s) and Schedules shall form a part of this Agreement.

1. **Agreements of Academic Partner.** As a participant in the Academic Partner Program, the Academic Partner agrees to at all times perform and comply with the obligations and requirements of Academic Partner as set forth herein. In performing all services in connection with the Program, Academic Partner shall act in a professional manner, using such sound judgment as is commercially reasonable in similar business circumstances, and will abide by all applicable requirements of law, all applicable generally accepted methods of industry practice, and all applicable standards or requirements of CompTIA with respect to quality, service and method of operation, or otherwise, as in effect from time to time.

2. **Agreements of CompTIA.** In recognition of Academic Partner's agreements herein, CompTIA agrees to provide Academic Partner the benefits outlined in Exhibit A. CompTIA may provide discounts on CompTIA products to Academic Partner; such discounts may change at any time and at the discretion of CompTIA.

3. **Term and Termination.** This Agreement shall become effective upon (a) acceptance by CompTIA and (b) a completed signature of this Agreement by Academic Partner; but no earlier than January 1, 2021. The initial Term of the Agreement shall extend for one year, unless Academic Partner was an active Academic Partner with CompTIA prior to the effective date, then the previous expiration date shall continue to apply. For purposes of this Agreement, the period for which this Agreement is in effect will be referred to as the "Term". The Term shall be automatically extended for successive 1-year periods unless otherwise terminated. The parties may terminate this Agreement as follows: (i) by mutual, written consent of the parties; (ii) by either party upon ten (10) days' written notice if the other party hereto materially breaches any term of this Agreement, and further provided that such breaching party shall fail to cure said breach within such period; or (iii) by CompTIA, with or without cause, upon thirty (30) days' written notice.

4. **Disclaimer of Warranties; Limitation of Liability.** CompTIA products and services are provided on an "as-is" and "as available basis." COMPTIA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CompTIA does not guarantee any specific results, uptime, performance, or error-free operation. Neither party shall be responsible for lost profits, indirect, special, incidental, consequential, punitive, or exemplary damages, whether or not foreseeable or contemplated by the parties.

5. **Indemnification.** Unless otherwise prohibited by applicable law, Academic Partner shall indemnify and defend and hold harmless CompTIA and its members, directors, officers, employees and agents from and against any and all claims, suits, proceedings, damages, losses, liabilities, and expenses arising in connection with any third party claim relating to any goods or services provided by Academic Partner associated with the Program or any act or omission of Academic Partner. CompTIA shall indemnify and defend and hold harmless Academic Partner and its members, directors, officers, employees and agents from and against any and all claims, suits, proceedings, damages, losses, liabilities, and expenses arising in connection with any third-party claim of intellectual property infringement of CompTIA products.

6. **No Antitrust.** CompTIA has a policy of strict compliance with applicable antitrust laws that generally prohibit competitors from engaging in actions that could result in an unreasonable restraint of trade. Academic Partner agrees to avoid discussing certain topics when participating in CompTIA events or activities, including without limitation, an discussions related to prices, fees, rates, profit margins,

or other terms or conditions of sale (including allowances, credit terms, and warranties); allocation of markets or customers or division of territories; or refusals to deal with or boycotts of suppliers, customers, or other third parties, or topics that may lead participants not to deal with a particular supplier, customer, or other third party in violation of applicable antitrust law.

7. **Insurance.** Academic Partner shall at all times maintain, at its sole cost and expense, general liability insurance policy with commercially reasonable coverage for organizations of similar size and scope as Academic Partner. Academic Partner will furnish CompTIA with a certificate of insurance evidencing such coverage promptly upon request.

8. **No Partnership or Joint Venture; Independent Contractor.** The Academic Partner is an independent contractor with CompTIA for the activities associated with the Program and limited to the matters of this commercial relationship and contract. No other relationship is intended to be created between the parties hereto. Nothing in this Agreement shall be construed as (i) giving the Academic Partner any rights as a partner in or owner of the business of CompTIA, (ii) giving CompTIA any rights as a partner in or owner of the business of the Academic Partner, (iii) entitling the Academic Partner to control in any manner the conduct of CompTIA's business or (iv) entitling CompTIA to control in any manner the conduct of the Academic Partner's business. The Academic Partner shall not have, nor shall it represent itself as having, the power to make any contracts or commitments in the name of or binding upon CompTIA. The Academic Partner shall not hold itself out as being CompTIA, or an affiliate or instrumentality of CompTIA, and may only represent that it is an authorized business partner of CompTIA. Except as otherwise expressly provided in this Agreement, each party to this Agreement shall bear its own expenses including, without limitation, marketing, rent, travel, entertainment, secretarial or other office expense, postage, telephone, and other communications costs.

9. **Notices.** All notices, demands and communications required in connection with this Agreement shall be in writing (which may be by email) to the address completed herein.

10. **Amendments.** The parties hereto may, by mutual agreement, amend any provision of this Agreement, and any party hereto may grant consent or waive any right to which it is entitled under this Agreement or any condition to its obligations under this Agreement, provided that each such amendment, consent or waiver shall be in writing. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

11. **Governing Law.** Unless otherwise prohibited by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to applicable principles of conflicts of laws, each of the parties hereto (a) irrevocably consents to the exclusive jurisdiction and venue of any court within the County of Cook in the State of Illinois, (b) agrees that process may be served upon them in any manner authorized by the laws of the State of Illinois for such parties, and (c) waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or service of process.

12. **Support Material; Marks and Proprietary Rights.** CompTIA may provide the Academic Partner with marketing materials, training aids or other materials relating to CompTIA, its products or services which CompTIA may from time to time make available. The Academic Partner agrees that any and all information which concerns CompTIA's business or properties and is not generally known within the relevant industry, including but not limited to pricing and cost information, research and development, intellectual property, and all written and oral information concerning any of the preceding, whether transmitted orally or in writing (collectively, the "Information"), are confidential and are, together with any marketing materials of this Section are the exclusive property of CompTIA. The Academic Partner shall maintain the confidentiality of all Information and shall not disclose such Information to any person or entity, except as provided in this Agreement or authorized in writing by CompTIA.

The Academic Partner acknowledges, and will not contest, CompTIA's exclusive ownership of any of CompTIA's trade names,

service marks and trademarks, and all logos and derivations thereof, and all names and marks licensed to CompTIA (collectively, the "Marks"). In addition, the Academic Partner acknowledges that it lacks and will not acquire any right to use the Marks other than as specifically set forth in this Agreement. All uses of the Marks by the Academic Partner shall automatically inure to the benefit of and become the property of CompTIA. The Academic Partner shall not register any Mark or use any Mark in its legal or trade name. Further, the Academic Partner acknowledges, and will not contest, CompTIA's exclusive ownership of the Marks or the Information, including, without limitation, all sales literature, certification and examination information and business processes.

Subject to the provisions of this Section, CompTIA grants to the Academic Partner the limited nonexclusive right to use Marks only in forms approved by CompTIA during the Term of this Agreement and in connection with the activities of the Academic Partner within the scope of the Academic Partner Program, in advertising, and promotional materials. The Academic Partner only may use the Marks under this subsection with respect to the activities within the scope of the Academic Partner Program that meet all of CompTIA's applicable standards or requirements with respect to quality, service and method of operation, or otherwise only in the form and manner CompTIA prescribes in writing. Academic Partner must comply with all trademark, trade name and service mark notice marking requirements of CompTIA, including, without limitation, affixing "SM," "TM," or "®," adjacent to all Marks in any and all uses thereof. The use of any additional words with any of the Marks must have CompTIA's prior written consent. The Academic Partner shall promptly cease and desist use or publication of any such materials to which CompTIA shall from time to time object.

Upon termination of this Agreement, the Academic Partner shall immediately cease using all Marks and Mark-bearing promotional materials and the like and shall promptly return, free of any charge to CompTIA, all such promotional materials and training aids, any and all materials containing any of the Information, including, without limitation, papers, documents and copies of customer correspondence, and copies of any kind made thereof by any person. Thereafter, the Academic Partner shall no longer use in any manner whatsoever any of the Information or the Marks.

A breach of this Section by the Academic Partner cannot reasonably or adequately be compensated in damages in an action at law and shall cause irreparable harm and significant injury and damage to CompTIA. By reason thereof, CompTIA shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek and obtain immediate preliminary, interim and permanent injunctive or other equitable relief to prevent or curtail any actual or threatened breach of such Sections.

13. **Miscellaneous.** This Agreement may be executed electronically in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one in the same instrument. In the event that any provision of this Agreement, or any word, phrase, clause, sentence or other provision thereof, should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws. This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties with respect to such subject matter. The parties each represent and warrant to the other party that it has all necessary power and authority to execute, deliver, and perform this Agreement, that this Agreement is valid, binding and enforceable in accordance with its terms and that the party's execution, delivery and performance of this Agreement will not violate or conflict with any applicable law or any material contractual obligation to which such party is bound.

I acknowledge and agree that my organization,

(insert organization name) (the "Academic Partner")
qualifies as an academic partner pursuant to this Agreement.

I acknowledge and agree that the [Terms and Conditions](#) and [Privacy Policy](#) shall govern the use of CompTIA's website and privacy terms.

I represent that I am an authorized signatory of Academic Partner and have all authority to bind and enter into this Agreement on behalf of Academic Partner.

Signed: _____ (type your name as your signature)

By: (Insert your name)

Title: (Insert title)

Mailing Address for Legal Notices:

Email Address for Legal Notices:

EXHIBIT A: ACADEMIC PARTNERS

This Exhibit A may include additional Schedules provided and amended by CompTIA, from time to time.

Eligibility

The following organizations qualify as an Academic Partner:

Secondary Schools. A school, career center, or other institution/facility that is part of a school system or school district that offers diplomas that are approved by the appropriate educational regulatory agency in the institution's jurisdiction. Examples – A high school, a school district career center or a school district vocational center that offers courses based on CompTIA's A+ certification.

Post-Secondary College/University. A traditional institution of higher education that offers approved programs of study in a variety of both technical and non-technical disciplines that are recognized by the awarding of degrees. The degree programs are recognized and approved by the appropriate educational regulatory agency in the institution's jurisdiction. Example – a traditional community college or university that offers a course mapped to CompTIA's Security+ certification as part of a computer technology degree program.

Not-For-Profit 501(c)(3) organizations that provide technology instruction. A not-for-profit organization or agency that offers technology training based on CompTIA's certifications to its clientele and not as open enrollment courses. Not-for-profit status is verified by documentation from the appropriate government agency (e.g. in the United States – an IRS Letter of Determination) Examples – A YMCA center or a Goodwill Industries location

Government Funded Educational Agencies (Non-US Only). An organization created or funded by a federal or state agency with a mission of providing training services to a specialized population.

US Job Corps. An educational program administered by the US Department of Labor available to 16 to 24 year-old students.

Correctional Institutions. A penal institution maintained by a governmental agency.

Additional Terms and Conditions

- A. Annual Requirement. During each Term, Partner shall receive a discount for CompTIA examination vouchers.
- B. Academic Partner acknowledges and agrees that the vouchers purchased through the Academic Partner Program can only be sold to students of the Academic Partner. Academic Partner may not sell to corporate, Federal/State/Local Government, or retail/consumer customers. If there is a dispute on whether a sale is allowed, CompTIA's decision on any such matters will be final.
- C. Academic Partner agrees that its cost of a certification voucher shall be the final cost to the student. Academic Partner may add a reasonable processing or handling fee of a third-party bookseller.
- D. Academic Partner will cooperate fully with CompTIA with respect to any investigation, inquiry, spot audit or other similar process. CompTIA may audit the books and records of Academic Partner to ensure compliance with these terms and conditions upon reasonable notice to Academic Partner.
- E. Academic Partner acknowledges and agrees that CompTIA may terminate Academic Partner's participation in the program at any time in CompTIA's sole discretion. CompTIA may amend this Agreement, Exhibits, and Schedules at any time by posting the amended copy on the Academic Partner portal. Such amended terms will be effective immediately upon posting.
- F. Academic Partner agrees that it will not misrepresent CompTIA or the Academic Partner Program in any manner and will only present the program in a manner consistent with CompTIA's approved messaging.
- G. Academic Partner acknowledges that CompTIA may publish case studies about the Academic Partner and Academic Partner will actively participate in such case studies. Solely in connection with published research and/or case studies about the Academic Partner Program, Academic Partner grants CompTIA a limited, non-exclusive, irrevocable license and right to use: (i) name, image, and likenesses of Academic Partner's students, instructors, and other staff; and (ii) the name and logo(s) of the Academic Partner.
- H. If required by applicable law, indemnification, liability and other related terms shall be amended to comply with applicable law.

Schedules to be provided:

Schedule 1: Academic Partner Pricing



MEMORANDUM OF UNDERSTANDING

August 1, 2023 – April 30, 2025

Between:

Hudson County Community College (HCCC) and The Medicine Woman

1. Description

The purpose of this Memorandum of Understanding is for HCCC and the Medicine Woman to work together to mutually support each organization's mission. HCCC and The Medicine Woman will work collaboratively to support students and community residents in Hudson County. This will include employment opportunities, workshops, training programs, membership on Advisory Boards, scholarships, and events. HCCC will work with its staff, students, faculty, and partners to support initiatives. The Medicine Woman will work with its management, ownership, staff, and other partners to support initiatives. Both HCCC and The Medicine Woman will share resources to support the Hudson County community.

2. Roles and Responsibilities

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

The Medicine Woman

- a. Collaborate with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, within 60 days of retail store opening.
- c. Collaborate on Cannabis-related workshops, training programs, and events.
- d. Membership on the HCCC Cannabis Advisory Board during the term of this MOU and any extensions.
- e. Leverage The Medicine Women resources to promote HCCC Cannabis programs.

- f. Contribute to scholarship funds for HCCC students directly or through support of Foundation events in an amount and within such time as mutually agreed upon by the parties. Within thirty (30) days of the execution of this agreement, the details of the amount and timing of the contribute shall be agreed upon by the parties, reduced to writing and executed by the parties, and constitute an amendment to, and a material term of, this Agreement.

HCCC

- a. Collaborate with TMW 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 The Medicine Woman to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.

3. Term

Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective.

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 including, without limitation, employees, contractors, suppliers, vendors, agents and representatives.

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 for any program, initiative, item or event 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. It is further understood that the term of this agreement is for the period: August 1, 2023 – April 30, 2025. Any continuation beyond the end date of this Agreement is subject to a new agreement.

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, The Medicine Woman 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, The Medicine Woman 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.

Name
Title
The Medicine Woman

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



MEMORANDUM OF UNDERSTANDING

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 Seraph and Sons, LLC (“Seraph and Sons”), a New Jersey limited liability corporation with offices located at 784 Garfield Avenue, Jersey City, New Jersey (collectively, the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

Seraph and Sons intends to collaborate with HCCC to develop a program to provide students and community residents in Hudson County with employment opportunities, workshops, training programs, membership on Advisory Boards, scholarships, and events. (the “Program”) conditioned upon Seraph and Sons receiving a Class 5 Annual Retail License (the “License”) from the New Jersey Cannabis Regulatory Commission (the “Commission”) to operate such a License in New Jersey. This MOU shall not take effect until and unless Seraph and Sons receives the License from the Commission. Further, this MOU shall immediately terminate in the event that Seraph and Sons receives such License and such License is not renewed, cancelled or is terminated for any reason.

The Purpose of this MOU is to memorialize the terms of the Program. HCCC will work with its staff, students, faculty, and partners to support initiatives organized, sponsored, or led by Seraph and Sons. Seraph and Sons will work with HCCC management, ownership, staff, and other partners to support HCCC’s cannabis-related initiatives. HCCC and Seraph and Sons will reasonably share resources to support the Hudson County community. Subject to future revisions, the Parties agree to the following key aspects of this collaboration.

2. Roles and Responsibilities

Seraph and Sons shall use commercially reasonable efforts to:

- a. Collaborate with HCCC to support adult 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, if such students are approved by the New Jersey Cannabis Regulatory Commission (the "Commission") and receive a cannabis business identification card pursuant to N.J.A.C. 17:30-8.1 and related rules and regulations.¹
- c. Collaborate with HCCC on cannabis-related workshops, training programs, and events.
- d. Leverage Seraph and Sons' resources to promote HCCC Cannabis programs.
- e. Upon receipt of the License, contribute a one-time donation of at least \$10,000 to a Cannabis Scholarship Fund for HCCC students directly or through the support of Foundation events. The donation will be made prior to the Expiration Date and shall be due and owing even if the MOU is terminated.

HCCC shall:

- a. Work collaboratively with Seraph and Sons 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 in the cannabis industry.
- c. Partner with Seraph and Sons to plan and offer events for the Hudson County community.
- d. Promote jointly-sponsored cannabis-related workshops, training programs and events with Seraph and Sons.
- e. Provide to Seraph and Sons and the Commission any information or documentation reasonably requested by the Commission or other governmental authority when such request is related to this MOU, the License or attempt to obtain the License, or the Program.

3. HCCC Cannabis Advisory Board

In consideration for the mutual promises set forth in this MOU, Seraph and Sons shall, so long as this MOU is in effect, be a Member of the HCCC Cannabis Advisory Board.

4. Term

This MOU will continue in effect from October 1, 2023 to April 30, 2025 (the "Expiration Date"). Either party may terminate this MOU prior to the Expiration Date for any reason upon sixty (60) days' prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective, and students then participating in

¹ The Parties agree that such students must remain compliant with all Cannabis-related statutes, regulations, and rules and maintain the cannabis business identification card throughout the term of the internship/externship or employment opportunity.

internships/externships shall continue their respective internship/externship until the termination becomes effective. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Notwithstanding same, HCCC shall have the right to terminate this MOU immediately without penalty or obligation to Seraph and Sons if Seraph and Sons does not receive the License by [INSERT DATE].

5. 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.

6. Confidentiality

This MOU and the matters discussed herein and the information provided by Seraph and Sons to HCCC in connection herewith (collectively, "Confidential Information") are confidential. HCCC shall not disclose any Confidential Information to third parties. For the purposes of this MOU, Confidential Information shall include all information or material that reasonably has or could have commercial value or other utility in the business in which Seraph and Sons is engaged, any personally identifiable information, including any information regarding students, and any information marked by HCCC as confidential. Notwithstanding same, any information or documentation which is required to be disclosed pursuant to applicable law, including, without limitation, New Jersey's Open Public Records Act, subpoena, judicial process, or requirement or order of any court or governmental authority, shall not be considered Confidential Information and may be disclosed by recipient.

7. Binding Obligation

The terms of this MOU shall be binding until same is terminated or replaced with a separate agreement.

8. 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 memorialized in writing and signed by the parties as an amendment to this MOU.

9. Provisions and Amendments

This MOU constitutes the entire agreement between the Parties related to the Program. Any amendments to this MOU must be in writing and signed by both Parties.

10. 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.

11. Affirmative Action

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

12. Records Retention

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

Agreed to as of the dates set forth below:

Name
Title
Seraph and Sons, LLC

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date



MEMORANDUM OF UNDERSTANDING

December 1, 2023 – April 30, 2025

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 Golden Door Dispensary, LLC, a New Jersey Limited Liability Company with offices located at 638 Newark Avenue, Floor 1, Jersey City, New Jersey (collectively, HCCC and Golden Door Dispensary, LLC 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 Golden Door Dispensary, LLC to work together to mutually support each organization’s mission. HCCC and Golden Door Dispensary, LLC, will work collaboratively to support students and community residents in Hudson County. This will include internships, employment opportunities, workshops, training programs, scholarships, and events. HCCC will work with its staff, students, faculty, and partners to support initiatives. Golden Door Dispensary, LLC, will work with management, ownership, staff, and other partners to support initiatives. Both HCCC and Golden Door Dispensary, LLC, 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. All activities shall remain compliant with N.J.A.C. 17:30, and all other applicable laws, regulations, ordinances and codes.

Golden Door Dispensary, LLC

- a. Work collaboratively with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, within 60 days of retail store opening.
- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Leverage Golden Door Dispensary, LLC's resources to promote HCCC Cannabis programs.
- e. Contribute to a Cannabis Scholarship Fund for students from Hudson County directly or through support of Foundation events.

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 Golden Door Dispensary, LLC, to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.

3. Term

The term of this agreement is for the period December 1, 2023 – April 30, 2025. 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. Termination of this Agreement shall not relieve a party of any obligation incurred (or which should have been incurred) prior to the date of termination. 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, including, without limitation, employees, contractors, suppliers, vendors, agents and representatives.

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, Golden Door Dispensary, LLC agrees to comply with the requirements of New Jersey’s Mandatory Equal Employment Opportunity Language set forth as Exhibit A below.

9. Records Retention

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

Agreed to as of the dates set forth below:

Name
Title
Golden Door Dispensary, LLC

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



MEMORANDUM OF UNDERSTANDING

January 1, 2024 – April 30, 2025

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 KushKlub NJ, a New Jersey limited liability company, with offices located at 550-560 Tonnelle Avenue, Jersey City, New Jersey (collectively, the HCCC and KushKlub NJ shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

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

KushKlub NJ

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

- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Use KushKlub NJ's resources, financial and otherwise, to promote HCCC Cannabis programs.
- e. Contribute a Cannabis Scholarship Fund for students from Hudson County of a minimum of \$10,000 each year. The contribution shall be made no later than thirty (30) days following execution of this MOU.

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 KushKlub NJ, to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.

3. Term

The term of this agreement is for the period January 1, 2024 – April 30, 2025. 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. Termination of this Agreement shall not relieve a party of any obligation incurred (or which should have been incurred) prior to the date of termination. 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 including, without limitation, employees, contractors, suppliers, vendors, agents and representatives.

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, KushKlub NJ agrees to comply with the requirements of New Jersey’s Mandatory Equal Employment Opportunity Language, a copy of which is set forth below.

9. Records Retention

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

Agreed to as of the dates set forth below:

Name
Title
KushKlub NJ

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Agreement Between
Hudson County Community College
and
New Jersey Reentry Corporation
January 1, 2024- December 31, 2026

This Agreement effective as of January 1, 2023 is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306 and the New Jersey Reentry Corporation (NJRC), headquartered at 591 Summit Avenue, Suite 605B, Jersey City, New Jersey 07306. (HCCC and NJRC are each individually a “party” and collectively “parties”)

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

Description

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

I. Purpose and Goals

The primary objective of the Agreement for Partnership is to establish a partnership whereby HCCC agrees to provide a virtual GED program for NJRC clients statewide. The instruction will be offered through GEDWorks™ and supported by an HCCC Student Success Coach. The cost for the program in 2024 for 39 students will be \$20,000. The cost for the program in subsequent years will be determined at the time of renewal.

II. Institutional Responsibilities

1. HCCC will procure GEDWorks™ and identify a Student Success Coach. The GED preparation program will be delivered virtually.
2. NJRC will identify students to enroll in the GED preparation program. Students must attend an in-person session prior to beginning the GED preparation program conducted by HCCC. Initial recruitment is the purview of the NJRC. The number of students admitted to the program will be capped at 39.
3. NJRC must provide contact information for all students who will enroll in the GED preparation program.
4. HCCC will arrange with NJRC for the administration of the CASAS Test (or a comparable test), to determine literacy levels prior to enrollment in the GED preparation course.
5. GEDWorks™ licenses are not refundable or transferrable.
6. HCCC and NJRC are authorized to exchange pertinent student information, which information shall be kept confidential except as necessary to comply with the requirements of this Agreement .

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

III. Payment

1. NJRC shall be responsible for providing payment for the program. Payment of the full \$20,000 is due upon signing of the agreement. This Agreement will be funded utilizing funds received from the The Sommer Family Foundation.

I. Responsibilities of Parties

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

II. Dispute Resolution

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

III. Governing Law

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

IV. Assignment

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

V. Notices

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

As to NJRC:

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

As to the College:

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

VI. Provisions and Amendments

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

VII. Agreement Review

The term of this Agreement shall be for three years, from January 1, 2024 through December 31, 2026. HCCC will notify NJRC of curricular changes upon institutional approval. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

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

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

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

VIII. General Provisions:

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

X. Signatures

New Jersey Reentry Corporation

Hudson County Community College

By: _____
Governor James McGreevey, Chairman

By: _____
Dr. Christopher M. Reber, President

Date

Date

SciTech Scity **Academic Partner Cooperation Agreement**

This Academic Partner Cooperation Agreement (this “Agreement”) is effective as of September 1, 2023 (the “Effective Date”) by and between HUDSON COUNTY COMMUNITY COLLEGE with an office located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“Academic Partner”) and SciTech Scity, LLC, a New Jersey limited liability company wholly-owned by Liberty Science Center, Inc., a New Jersey nonprofit corporation (“LSC”), with an office located at 222 Jersey City Boulevard, Jersey City, New Jersey 07350 (“STS”).

Overview:

Located in the heart of NY harbor in Jersey City, near the Statue of Liberty, and building on the exposure to 800,000 annual visitors to Liberty Science Center and six million to Liberty State Park, SciTech Scity will be a unique innovation hub for driving a new type of open innovation. SciTech Scity’s overall mission is to advance the use of science to tackle the most pressing challenges of our time: Healthcare, Planetcare, and AI/Enabling Technologies.

The goal is to forge a public-private alliance of leading innovators and set up a comprehensive innovation and entrepreneurship program across the following focus areas:

1. **Thought leadership** bringing together preeminent innovators in the fields of science and technology through industry conferences, business roundtables, workshops and speaker series;
2. **Research, showcasing, and innovation** leveraging LSC, the Edge Works Exhibition and Conference Center, the residential housing at Scholar’s Village, the Sheba Liberty ARC HealthSpace 2030, and the SciTech Scity campus more broadly;
3. **Entrepreneurship** including collaborative R&D efforts, student innovation challenges with the full network of academic partners, and a Venture Studio operated at SciTech Scity with the goal of creating and launching new companies.

SciTech Scity is creating a vibrant ecosystem of leading innovators from the public, private, and academic sectors. Below is the general outline for the alternative formats for participation of HUDSON COUNTY COMMUNITY COLLEGE as an Academic Partner in the broader SciTech Scity programming.

Nature of the Participation:

Academic Partners have a wide range of opportunities for engaging in the SciTech Scity Innovation program in multiple interdisciplinary fields, including Healthcare, Planetcare and AI/Enabling Technologies. This includes, but is not limited to:

- **Thought leadership programming** with keynote speaking events, panel discussions, workshops, roundtables etc. to help bridge the gap between different industry verticals, the public and private sectors, industry and academia, etc.;

- **A live ‘test-bed’ and showcase for technologies** at Edge Works and SciTech Scity by contributing research ideas, products, and resources;
- **Collaborative research efforts and grants** by cooperating with SciTech Scity and other public, industry, and academic partners to accelerate the progress and adoption of innovation while sharing risks, costs, and benefits;
- **Joint fellowships or internships** for students across all disciplines to encourage a cross-pollination of ideas. These experiences could offer students a chance to work on real-world problems in a collaborative setting, with guidance from both academic and industry professionals;
- **Student/public innovation challenges and Venture Studio** by contributing talent, emerging startups, expertise, and mentorship;
- **Workforce development programs** in cooperation with SciTech Scity corporate partners to address some of the most critical workforce needs while creating career pathways for students;
- **Other innovation and community impact initiatives** that are synergistic with the SciTech Scity mission.

Anticipated Benefits of Collaboration:

SciTech Scity intends to foster a vibrant ecosystem of innovation and collaboration, driving growth and success for all stakeholders involved. In accordance with their role, Academic Partners will benefit from:

- Enhanced reputation and visibility for being at the forefront of cutting-edge innovation and research through the combined LSC and SciTech Scity platforms;
- Access to a rich ecosystem of leading innovators from both the public and private sector, to open the gateway to a wide range of growth opportunities including partnerships and alliances, policymaking, driving commercialization & adoption, etc.;
- The chance to expand channels to commercialize their intellectual property by access to a broader set of resources and teaming with SciTech Scity’s professional innovation partners;
- Preferred access to SciTech Scity’s cutting-edge innovation facilities for showcasing, development and product testing;
- Preferred access to invest in, or collaborate with, startups emerging from the SciTech Scity Innovation Engine;
- Access to real-world, hands-on learning opportunities for students;
- Exposure and professional development for faculty.

Operating Commitment:

While the day-to-day activities of the SciTech Scity Innovation Engine will be managed by a dedicated team of professional operators, for the ecosystem to succeed Academic Partners are expected to designate one or more individuals with relevant expertise to act as liaison(s) to their respective organizations, provide strategic input, identify areas of collaboration and establish effective communication channels with their organizations. For example, these individuals are encouraged to help drive awareness for opportunities for faculty and students to engage in the SciTech Scity programming. In addition, Academic Partners are encouraged to contribute ideas,

speakers and researchers to the thought leadership program, and resources and content experts to the innovation challenges, venture studio and business program.

Branding:

Academic Partner, HUDSON COUNTY COMMUNITY COLLEGE will receive recognition in relevant press, media, and events in ways that enhance its brand and demonstrate its commitment to innovation and its support of new ideas and technologies. The specific targets for such opportunities will be developed collaboratively to most closely reflect HUDSON COUNTY COMMUNITY COLLEGE's priorities and to efficiently leverage the joint efforts involved.

Term:

This agreement will remain in place from September 1, 2023, until such time as it is revoked by either party on 30 days notice.

In witness whereof, authorized representatives have executed this Agreement.

SCITECH SCITY, LLC

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

**Agreement Between
Hudson County Community College
and
International Brotherhood of Electrical Workers Local 164
January 1, 2024- December 31, 2026**

Description

Hudson County Community College (“HCCC” or “College”) and the International Brotherhood of Electrical Workers Local 164 (“IBEW” or “IBEW Local 164”) have established a partnership to provide education and training to IBEW Local 164 members. The partnership includes granting HCCC college credits for demonstrated academic proficiency in the study of Construction Management acquired by persons who are apprentices and have completed at least Year 2 of the 5-year apprenticeship program with the Electrical Training Alliance IBEW - NECA program, and the provision of continuing education classes at the IBEW Training Facility.

Partnership Activity 1: Articulation Agreement

I. Purpose and Goals

The primary objective of the Agreement for Partnership Activity 1 is to provide articulation with the IBEW Local 164 and HCCC, granting College credits for demonstrated academic proficiency in the study of Construction Management acquired by persons who are apprentices and have completed at least Year 2 of the 5 year apprenticeship program with the Electrical Training Alliance IBEW - NECA program.

The IBEW apprenticeship program has an extensive curriculum that is accredited by the American Council on Education. The program includes work in electrical circuits, the physics of electricity, electrochemistry, mathematics through trigonometry, use of design software, engineering graphics, and aspects of material science.

The curriculum at IBEW is developed and approved by the Electrical Training Alliance. The Electrical Training Alliance curriculum is a five-year curriculum with core competencies that must be learned within each curriculum year. The five-year curriculum identifies the number of granted college credits for each learning lesson within the annual curriculum. The primary instructional format is in the form of classroom instruction. The training occurs over a period of five years with an average of twelve core competency lessons per year. In order to move from one level of learning to the next, apprentices must demonstrate established

levels of proficiency in each of the standardized curriculum's functional areas of instruction by passing written examinations.

The College awards an Associate in Applied Science (AAS) degree in Construction Management.

It is hoped that the College credits awarded by this Agreement will inform and encourage graduates of the Electrical Training Alliance curriculum to pursue the educational and career advancement opportunities that matriculation at the College will provide, as well as afford such persons the ability to expedite the successful completion of their degree requirements.

II. The Transfer Articulation Application Process and Procedures

IBEW Local 164 and HCCC enter into this Articulation Agreement and agree as follows:

1. Subject to adherence to the criteria and procedures listed herein, students who successfully complete the Electrical Training Alliance IBEW - NECA apprenticeship will be awarded credits at the College for the following courses:

Course	Code	Credits
College Algebra	MAT 100	3
Introduction to Engineering Science and Calculation	CNM 120	4
Introduction to Physical Science	SCI 101	3

2. In order to receive the 10 credits at the College described in the preceding paragraph, students must: (a) be admitted to the College, (b) be matriculated in the College's Construction Management program, and (c) present to the Registrar an official document indicating enrollment in the Electrical Training Alliance IBEW-NECA. To be eligible to receive the 10 credits described in paragraph 1 herein, students must be currently enrolled in the Electrical Training Alliance program.
3. The 10 credits identified in paragraph 1 herein will be reflected on the College transcript as "Credit by Examination", in the same manner as credits obtained through other external standardized examinations, such as the College Level Examination Program (CLEP), and such credits will not be counted in computing a student's Grade Point Average (G.P.A.).

4. The policies reflected in this Agreement apply only to the College's records. In the case of transfer to another institution of higher education, the acceptance of all credits awarded by this Agreement will be in accordance with the prevailing policies of the receiving institution.
5. Transfer of credits earned at other institutions of higher education, by examination, or other assessment of prior learning shall adhere to HCCC Transfer Policy.
6. No tuition or fees will be charged to any student for the credits earned by articulation pursuant to this Agreement.
7. Appropriate members of the faculties of the College and representatives of IBEW Local 164 will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean, the Chief Academic Officer, and the College's Construction Management Advisory Committee.

III. Institutional Responsibilities

IBEW Local 164 and the College agree to promote the Articulation Program in appropriate publications and at recruitment and outreach activities.

1. IBEW Local 164 and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. IBEW Local 164 and the College agree to acknowledge and recognize the articulation programs on each institution's website and via other marketing and publicity methods.
2. IBEW Local 164 and the College agree to promptly communicate with each other any future curriculum changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

IV. Agreement Review

1. IBEW Local 164 and the College will notify one another of curricular changes upon institutional approval. This Agreement will continue in effect and will be automatically renewed from academic year to academic

year, for up to three years. After the initial three-year period is up, the Agreement may only be extended by entering into a new written agreement or written amendment to this Agreement. Notwithstanding same, either IBEW Local 164 or the College may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College.

2. This Agreement shall be reviewed and modified, as needed, every three years by officials at IBEW Local 164 and the College.
3. This agreement represents the entire agreement between IBEW Local 164 and the College 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.

Partnership Activity 2: Continuing Education Classes

I. Purpose and Goals

The primary objective of the Agreement for Partnership Activity 2 is to establish a partnership between the HCCC's Division of Continuing Education and Workforce Development (CEWD) and IBEW Local 164 whereby HCCC CEWD will deliver continuing education classes at the IBEW Local 164 Training Facility ("Facility").

II. Institutional Responsibilities

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

IBEW Local 164

- a) IBEW Local 164 will consult with HCCC to determine the training course subject(s) and scheduling.
- b) IBEW Local 164 agrees to provide a classroom for training onsite at the Facility for use by HCCC CEWD.
- c) IBEW Local 164 agrees to recruitment and notification of members to assure that members are in attendance at the assigned times.
- d) IBEW Local 164 shall be responsible for its actions as well as the actions of its members and anyone taking classes. IBEW Local 164 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 IBEW member interaction.

HCCC CEWD

- a) HCCC CEWD agrees to consult with IBEW Local 164 regarding training course offerings.
- b) HCCC CEWD will provide classroom-based instruction in subject areas requested by IBEW Local 164.
- c) HCCC CEWD will hold the training classes at the Facility located at 65 W Century Rd, Paramus, NJ 07652 (with option to online/remote learning).
- d) HCCC CEWD will develop and/or provide curricula for each training class requested.
- e) HCCC CEWD will record and maintain student attendance.
- f) HCCC CEWD will provide final evaluations and certificate of completion for those who successfully complete the program.

III. Invoicing

- a. Prices for each course will be determined by HCCC and presented to IBEW Local 164 for approval along with a course outline.
- b. HCCC CEWD will invoice International IBEW 164 upon completion of the training course.
- c. IBEW Local 164 will pay invoices within 30 days of receipt. Payments not received within that timeframe shall be subject to a late payment fee of one percent (1%) per month.

IV. Dispute Resolution

Any and all claims, disputes or other matters in question between the College and IBEW 164 arising out of or relating to this Agreement, the services provided thereunder, or alleged breach thereof, shall be subject to and determined exclusively by the Superior Court of New Jersey venued in Hudson County, New Jersey.

V. Governing Law

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

VI. Assignment

The rights of the College or the Vendor 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.

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

As to IBEW:

IBEW Local 164 JATC
65 W. Century Rd
Paramus, New Jersey 07652
Attention: Warren M. Becker, Training Director

As to the College:

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

VIII. Independent Contractors

The Vendor is and shall perform its services under this Agreement as an independent Vendor and not as the College's agent, partner or joint venture. The Vendor is employed to render the services only, as specified herein, and any payments made by the College are compensation solely for such services rendered.

Partnership Agreement 1 and 2:

I. 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.

II. Term

It is further understood that the term of this agreement is for the period of January 1, 2024 – December 31, 2026 and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

International Brotherhood
of Electrical Workers Local 164

Hudson County Community College

By: _____

By: _____

Dr. Christopher M. Reber, President

Date

Date

COLLEGE READINESS NOW X PROJECT
OF THE NEW JERSEY COUNCIL OF COUNTY COLLEGES
Supported by the New Jersey Office of the Secretary of Higher Education

COLLEGE READINESS NOW X PROJECT AGREEMENT

BETWEEN

THE NEW JERSEY COUNCIL OF COUNTY COLLEGES, NJCCC

and

HUDSON COUNTY COMMUNITY COLLEGE, Recipient

I. RECITALS

The New Jersey Council of County Colleges and the Office of the Secretary of Higher Education have entered into a Memorandum of Understanding for the implementation of the College Readiness Now X Project. Commencing in July 2023 and concluding no later than August 20, 2024, approved projects will be established between community colleges and selected local school districts. By entering into this Project Agreement the Recipient agrees to be bound by the terms and conditions set forth or referenced in the Memorandum of Understanding and this Project Agreement including the program goals, programmatic responsibilities, funding, audit requirements, recordkeeping and retention, and grant acknowledgments in dissemination of project materials.

II. DEFINITIONS

The following terms shall have the meanings described below:

“NJCCC” shall mean the New Jersey Council of County Colleges.

“OSHE” shall mean the New Jersey Office of Secretary of Higher Education.

“Recipient” shall mean the County College receiving funds.

“MOU” shall mean the Memorandum of Understanding (master grant agreement) entered into between the OSHE and NJCCC.

“RFP” shall mean the Request for Proposals issued by NJCCC.

“Recipient Proposal” shall mean the written proposal submitted by Recipient in response to the RFP and approved by the OSHE.

III. PROJECT CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The MOU provides project contract provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education and the New Jersey Council of County Colleges. The terms of this Project Agreement remain subject to compliance with the terms and conditions of the MOU, the RFP, and the Recipient’s Proposal.

IV. DOCUMENTATION REQUIREMENTS

Recipient will maintain records that adequately identify the source and application of funds, the services rendered, and the individuals served. Recipient will provide source documents to the NJCCC within five (5) working days of request. Source documents include both program and accounting records. Program source documents include but are not limited to student contact and enrollment forms; event/session/seminar sign-in sheets; course attendance records; program schedules; event evaluation forms; and diagnostic instruments and results. Accounting source documents include, but are not limited to, general ledgers, paid bills, cancelled checks, payrolls, and time and attendance records.

Recipient will maintain and make available for audit purposes project personnel records to document calculations of time and effort expended to implement Recipient’s Proposal.

V. PROGRAM PRIORITY

Using an assessment tool, Recipient's Proposal must identify students in the 9th, 10th, 11th, and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Recipient shall be responsible for defining and documenting the methodology utilized to identify students who are living below the applicable poverty line, and who shall be given the highest priority.

VI. PROJECT OR BUDGET MODIFICATIONS

Upon approval by the NJCCC, Recipient may transfer up to \$10,000 of the Grant Sum within the line items of the project budget. Transfers exceeding \$10,000 require approval from OSHE.

VII. GRANT FUNDING

Subject to program approval by the NJCCC, the NJCCC has allocated and will pay Recipient the sum of \$54,697 ("Recipient's Grant Award") toward funding of Recipient's approved project budget. Recipient's Grant Award will be paid by the NJCCC upon successful submission of the Grant Reimbursement Form. Recipient agrees to promptly notify the NJCCC in writing in the event it becomes apparent that Recipient will not require or expend the full Grant Award for Recipient's project. Upon receipt of such notification the NJCCC reserves the right to reallocate the excess Grant Award to College Readiness Now X projects approved by OSHE to other community colleges. All Grant Award monies must be spent and accounted for by June 30, 2024.

Recipient agrees that any funds received under this Grant Award will not be used to supplant funds normally budgeted for programs or services of the same or similar type.

X. PROGRAM GOALS AND RECIPIENT PROGRAMMATIC RESPONSIBILITY

A. Using an assessment tool, colleges must identify students in the 9th, 10th, 11th and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Highest priority must be given to students who are living below the poverty line applicable to the individual's family size (as determined under section 673(2) of the Community Service Block Grant Act).

B. Colleges must incorporate a student success component into the program such as a student success course, series of workshops, or equivalent, to expose students to the college experience, assist students with developing effective study strategies, and engage in career exploration.

C. Colleges must implement the program between July 1, 2023 and August 20, 2024. All monies must be spent or encumbered by June 30, 2024.

D. Colleges must complete interim and final reports that provide the following information: numbers of students served at each school, high school partners, program overview, financial records, and evaluation of program effectiveness.

E. Colleges must provide the program at no cost to the student.

X. INTERIM AND FINAL STATUS REPORTS

No later than March 1, 2024 Recipient shall submit in writing to the NJCCC an interim project status report utilizing the report template furnished by the NJCCC. No later than August 31, 2024 Recipient shall submit in writing to the NJCCC a final project status report utilizing the report template furnished by the NJCCC.

The reports shall describe (a) the extent to which Recipient's Proposal has been implemented, (b) itemization by category of the grant related expenditures to date, (c) information about the students served and partner schools, (d) the methods used to identify students living below the poverty level, (e) the methodology for serving them, topics presented, success rates, (f) enrollment data of students and (f) evaluation of the impact of the project on the college readiness of the student participants.

X. DISSEMINATION

All public events, activities, curricular materials, press releases and other documents produced with these funds, or describing the College Readiness Now X project must clearly state:

1. The College Readiness Now X funding is administered by the OSHE and the OSHE is a partner in the "College Readiness Now X" project.
2. Any publication, including web pages and recruitment materials, shall contain the following statement:

"The contents of this (insert type of publication; e.g. book report, film) were developed under a grant from the State of New Jersey that is administered by the New Jersey Office of the Secretary of Higher Education (OSHE). However, these contents do not necessarily represent the policy of the State of New Jersey or the OSHE, and you should not assume endorsement by State Government."

XI. TERM

The term of this College Readiness Now X Project Agreement shall be from the date it is signed by both parties to June 30, 2024. The grant funding cycle runs from July 1, 2023 - June 30, 2024. However, programs can extend until August 20, 2024 as long as funds are expended or encumbered by June 30, 2024.

XII. AMENDMENT

No amendment to this College Readiness Now X Project Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Project Agreement to be duly executed by their respective authorized officers.

NEW JERSEY COUNCIL OF COUNTY COLLEGES

By _____
Aaron R. Fichtner, President

HUDSON COUNTY COMMUNITY COLLEGE

By _____
Christopher Reber, President



**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
HUDSON COUNTY SCHOOLS OF
TECHNOLOGY FOR
THE DELIVERY OF DUAL CREDIT
INSTRUCTION IN COMPUTER
PROGRAMMER, GENERAL
FOR ACADEMIC YEAR 2023-24**

This Agreement between the Hudson County Community College (HCCC) and the Hudson County Schools of Technology (HCST) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in eligible programs of study in HCST high schools. HCST students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their high school instructors during or after school as part of their regular teaching responsibilities.

Faculty Qualifications and Responsibilities

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

Provision for Alternate Scheduling and Registration

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

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by HCST, provided that all selected students meet all course pre-and-co-requisites of HCST and HCCC. HCST will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion. HCCC Course pre-and-co-requisites may be waived with prior approval of the HCCC faculty coordinator

or Dean responsible for that subject area.

2. HCCC will arrange with HCST for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC academic division to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.
3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. HCST will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to Office of Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC does not guarantee that any credits earned will be transferable to another institution. Whether or not to accept those credits is determined by the policies and procedures of the accepting institution.
5. HCCC and HCST are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2023-2024)

Selected students may enroll in the following courses to be offered during the 2023-24 academic year.

- CSC-101 Scientific Programming (3 Credits)
- CSC-111 Computer Science I (3 Credits)
- CSC-115 Programming in C++ for Comp Science (3 Credits)
- CSC-117 Java Programming (3 Credits)
- CSC-118 Python Programming (3 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice students for participating tuition in accordance with the following charges and terms for the 2023-24 academic year:
 1. For courses taught by approved high school instructors during the school day as part of their regular teaching responsibilities, students will be required to pay HCCC tuition of \$38.75 per credit.
 2. For courses taught by HCCC faculty during or after the school day, students will be required to pay HCCC tuition of \$77.50 per credit.

- B. A student’s failure to timely pay an invoice may result in the student being prohibited from registering for future classes, holds on grades and transcripts, and the possible referral of the bill for collections. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to students if the discontinuation of a student’s participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.

- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.

- D. Students shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase of required textbooks prior to the start of classes. The cost of textbooks is not included in the tuition rates set forth herein.

Terms of Contract

This Agreement shall be effective retroactively as of July 1, 2023 and shall run through June 30, 2024 and maybe renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

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

SIGNED:

 President or Designee
 Hudson County Community College

 Date

 Superintendent or Designee
 Hudson County Schools of Technology

 Date

Semester Start-Up Events

Wed.	Aug.	21	College Service Day
Thurs.		22	All College Adjunct Faculty Orientation – 6 p.m.
Tues.		27	Convocation

15-Week Terms: Regular, Online Regular & Hybrid, Early College, and Culinary Evening: August 28 – December 17

Wed.	Aug.	28	Classes begin for Regular, Online Regular & Hybrid, and Culinary Evening Sessions	
Sat.	Aug.	31	<i>Labor Day Weekend – College closed</i>	
Mon.	Sept.	2	*Registration should occur at least one day prior to first class meeting.	
Mon.	Sept.	9		
Mon.	Sept.	9	Classes begin for Early College sessions (“HP”)	Last day to add*: 9/15 Last day to drop**: 9/22
Wed.	Sept.	11	Last Day to Drop** for 15-Week Regular, ONR/Hybrid, and Culinary Evening Terms	
Tues.	Oct.	1	Last day to file Degree Audit Application for December 2023 Graduation	
Mon.	Oct.	14	Columbus Day – Classes in session	
Wed.	Oct.	16	**For a complete list of refund dates, please consult the Summer/Fall 2024 Student Refund Calendar.	
Tues.	Oct.	22		
Tues.	Oct.	29	Last day to submit Midterm Advisory Grades	
Thurs.	Oct.	31	Diwali – No classes – College closed Note: Classes normally held on this day will be held on Tuesday, December 17	
Tues.	Nov.	5	Election Day – Classes in session	
Mon.	Nov.	11	Veterans’ Day – Classes in session	
Tues.	Nov.	19	Last day to complete official withdrawal (W) for Regular, ONR & Hybrid, Early College, and Culinary Evening Classes	
Wed.	Nov.	27	No Classes; College Offices open	
Thurs.	Nov.	28	<i>Thanksgiving Recess – College closed</i>	
Sun.	Dec.	1		
Tues.	Dec.	10	Last classes and/or final exams for classes in the following 15-week terms: Regular, ONR/Hybrid, Early College, and Culinary Evening Note: On December 17, Thursday classes meet	
Tues.	Dec.	17		
Fri.	Dec.	20	Last day to submit final grades	

Important Dates for Special Sessions

Culinary (Day) Cycles

Aug. 28 - Oct. 2	Culinary Cycle I	Last day to add*: 9/3	Last day to drop**: 9/9	Last day to W: 9/16	Grades due: 10/7
Oct. 3 - Nov. 6	Culinary Cycle II	Last day to add*: 10/7	Last day to drop**: 10/15	Last day to W: 10/22	Grades due: 11/11
Nov. 7 - Dec. 17 (On 12/17, Thursday classes meet.)	Culinary Cycle III	Last day to add*: 11/11	Last day to drop**: 11/19	Last day to W: 11/26	Grades due: 12/20

7-Week Sessions: Online and On-Ground/Remote

Aug. 28 - Oct. 16	Online Session A	Last day to add*: 8/29	Last day to drop**: 9/4	Last day to W: 10/7	Grades due: 10/21
Aug. 28 - Oct. 16	On-Ground/Remote 1	Last day to add*: 8/29	Last day to drop**: 9/4	Last day to W: 10/7	Grades due: 10/21
Oct. 24 - Dec. 17	Online Session B	Last day to add*: 10/25	Last day to drop**: 11/1	Last day to W: 12/3	Grades due: 12/20
Oct. 24 - Dec. 17 (On 12/17, Thursday classes meet.)	On-Ground/Remote 2	Last day to add*: 10/28	Last day to drop**: 11/1	Last day to W: 12/3	Grades due: 12/20

12-Week “Quick Term” & Off-Site Sections

Sept. 18 - Dec. 17 (On 12/17, Thursday classes meet.)	“Q” & Off-Site Sections (12-wk.)	Last day to add*/drop**: 9/24	Last day to W: 11/19	Grades due: 12/20
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