

**AGREEMENT BETWEEN HUDSON  
COUNTY COMMUNITY COLLEGE  
AND  
PATERSON PUBLIC SCHOOLS FOR THE  
DELIVERY OF TECH PREP 2+2 PROGRAM  
IN CULINARY ARTS  
FOR ACADEMIC YEAR 2024-25**



This Agreement between the Hudson County Community College (HCCC) and the Paterson Public Schools (PPS) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in eligible programs of study in Eastside High School (EHS). EHS students enrolled in HCCC classes will have the opportunity to earn HCCC credits upon matriculation at HCCC after high school graduation 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 texts when required, 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 EHS instructors who do not meet HCCC standards of instruction.

**Provision for Alternate Scheduling and Registration**

Instruction for each approved course on the EHS campus 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.

**Articulation of Credits**

A total of 12 articulation credits will be granted by HCCC if the following conditions are satisfied:

1. The EHS graduate was enrolled in the 2+2 Tech Prep program, successfully completed all requirements for high school graduation and passed any exams associated with the articulated credits.

2. The EHS graduate enrolled in HCCC within twelve months of graduation from EHS.
3. The student successfully completes one semester at HCCC following graduation from EHS.

EHS will maintain a competency record for each student. This record will become a part of the student's official record and will be provided to HCCC with the consent of the student in support of their application for admission. HCCC will review the student's records and award 12 credits, when appropriate, in accordance with the terms of this agreement. Students will not be charged for the 12 articulated credits.

**Courses for AY (2024-2025)**

Selected students may earn HCCC credits in the matter stated in this agreement in the following courses.

- Bakeshop I – CAI-119 (2 Credits)
- Bakeshop II – CAI-129 (2 Credits)
- Pantry and Breakfast Cookery – CAI-118 (2 Credits)
- Production Kitchen Skills I – CAI-117 (2 Credits)
- Production Kitchen Skills II – CAI-127 (2 Credits)
- Tableservice – CAI-114 (2 Credits)

**Terms of Contract**

This Agreement shall be effective July 1, 2024 and shall run through June 30, 2025 and may be 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  
 Paterson Public Schools

\_\_\_\_\_  
 Date

HUDSON COUNTY COMMUNITY COLLEGE  
AND  
HACKENSACK RADIOLOGY GROUP, P.A. AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_ between Hackensack Radiology Group, P.A., (the "Imaging Center") **located at 5 Marine View Plaza, Suite 100, Hoboken, New Jersey 07030** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

**WHEREAS**, Sponsoring Institution represents and warrants that it has established an approved professional training program ("Program") for the education of Radiography Students ("Students"), which Program is accredited by JRCERT and;

**WHEREAS**, Sponsoring Institution desires to have its Students obtain clinical experience in patient care at Company; and

**WHEREAS**, Company operates primary care and multi-specialty out-patient physician offices and clinics, and its administrative office is located at **5 Marine View Plaza, Suite 100, Hoboken, New Jersey 07030** ("Facility"); and

**NOW, THEREFORE**, in consideration of the agreements herein contained, it is hereby mutually agreed between Sponsoring Institution and Company as follows:

**A. TERM**

This Agreement covers the period from \_\_\_\_\_, 2024 through June 30, 2026, and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

**B. 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 Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned by the School and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging 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 Imaging Center.
6. The School will provide the Imaging 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 Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign Imaging Center staff radiographers as clinical instructors and provide necessary continuing education for Imaging 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 Imaging 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 Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students are required to 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.
  - d. Updated COVID and FLU vaccines.

### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging 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. Imaging 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. Imaging Center will provide the Program with copies of the Imaging 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 Imaging Center, the School shall be notified immediately. The Imaging 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 Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious disease that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required program documentation.
11. Imaging 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. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging 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. Imaging Center will provide release time to Imaging Center staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are never used as Imaging Center staff replacements. Imaging Center shall comply with all accreditation guidelines to be followed regarding staff radiographers and all staffing.

#### **D. 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 Imaging 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 Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students and shall be responsible for its determination to withdraw any 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. Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if Imaging Center determines that a Student's behavior is unsafe, disruptive, detrimental to patient care, or violative of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging 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 Imaging Center. Imaging Center shall be responsible for its decision to exclude or remove a Student from Imaging Center.

5. The Imaging 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 Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. 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 Imaging 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 Imaging 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. Imaging 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.

Imaging 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 Imaging Center, its affiliates, subsidiaries, and parent and their directors, 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 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 Imaging 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 Imaging Center's employees or agents in connection with their duties at the Imaging 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.

## F. TERMINATION

1. Either Party may terminate this Agreement without cause 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 this Agreement without notice by either Party in the event of the 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.



## G. MISCELLANEOUS

1. In accordance with Federal Law, 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 Imaging 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 Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging 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 Imaging 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 Imaging 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:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. 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;
    - iii. 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; (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party; or (iv) required to be disclosed pursuant to applicable law.
  - 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 Imaging Center and School.

Neither Imaging 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging 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 to the address set forth below. The notice shall be effective upon receipt (or when receipt is refused).

As to Imaging Center:  
Hackensack Radiology Group, P.A.  
[Headquarters] Attention: Legal Department  
Email: [LegalDepartment@example.you]

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

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 Imaging 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 Imaging 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 exclusively 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.
22. Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto, as applicable.
23. Pursuant to N.J.A.C. 17:44-2.2, Imaging Center shall maintain all documentation related to products, transactions or services under this contract (no matter by whom provided) for a period of five years from the date of final payment. Such records shall be made available by Imaging Center to the New Jersey Office of the State Comptroller upon request.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE  
By: \_\_\_\_\_

HACKENSACK RADIOLOGY GROUP, P.A.  
By: \_\_\_\_\_  
Donald Elting, CRA Director of Operations

# **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/](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.

This letter of agreement delineates the terms of understanding between St. Thomas Aquinas College (STAC) and Hudson County Community College regarding a program that would facilitate the achievement of an undergraduate and graduate degree from STAC by students/graduates of Hudson County Community College.

ARTICULATED PROGRAM  
BETWEEN  
ST. THOMAS AQUINAS COLLEGE  
AND  
HUDSON COUNTY COMMUNITY COLLEGE

AGREEMENT made and entered into on \_\_\_\_\_ by and between St. Thomas Aquinas College, hereinafter referred to as STAC and Hudson County Community College, hereinafter referred to as HCCC.

WHEREAS, STAC is a baccalaureate and master's degree granting college dedicated to the provision of instruction in the arts and sciences; business; and education;  
and

WHEREAS, HCCC is an associate's degree granting community college dedicated to offering a comprehensive set of affordable, accessible, high-quality credit and noncredit courses as well as degree and non degree programs;  
and

WHEREAS, STAC and HCCC wish to establish a cooperative agreement for the education of students;  
and

WHEREAS, STAC and HCCC wish to conduct strong education programs grounded in strengths of both institutions without needless duplication of resources;

NOW THEREFORE, STAC and HCCC wish to confirm in writing the terms of mutual and individual responsibilities related to the articulated program of education leading to an undergraduate and graduate degree.

- A. **Design of the Program:** STAC proposes a plan whereby students who have earned their Accounting Associate of Science (A.S.) degree from HCCC can enroll in an undergraduate program at STAC. This program will allow for students to transfer up to 70 credits from HCCC and require that all courses required for the undergraduate degree are satisfied. In addition to acceptance, students are guaranteed up to 60-70 transferable credits toward an applicable Bachelor of Science (B.S.) Accounting degree at St. Thomas Aquinas College(See Attachment). Finally, students who have earned their degree from Hudson County Community College with a 3.00 Grade Point Average or above (on a 4.00 scale) will be awarded a Transfer Scholarship to cover a portion of tuition at St. Thomas Aquinas College. Housing on the STAC campus will be available for HCCC students who have been accepted for transfer into STAC.

Hudson County Community College students are encouraged to seek counsel from STAC academic advisers regarding transfer to specific baccalaureate programs early in their community college careers. A special community college adviser at STAC is available for that specific purpose.

Students who wish to continue into a graduate program at STAC can be guaranteed admission into the Master of Business Administration Program provided they maintain at least a 3.00 cumulative GPA during their undergraduate tenure at STAC.

- B. Routes of Entry:** HCCC students who meet the established admissions criteria will need to apply through the STAC Office of Admissions once they complete their associate’s degree (or are in their final semester at HCCC). All students must meet the standard transfer admissions requirements. Students who wish to continue into their respective graduate program must notify the Office of Admissions the semester before completion of the undergraduate degree. There is no additional application necessary.
- C. Completion of Institutional Degree:** All students must complete the requirements for their respective undergraduate degree and graduate degree as determined by STAC for graduation conferral.
- D. Scholarship Opportunities:** HCCC students who meet the established admissions criteria and are accepted will be awarded with the first semester of free housing (meal plan excluded) and HCCC students will also receive a \$2,000 Community College Scholarship which is renewable towards each year of undergraduate study. The Community College Scholarship in addition to any other academic scholarships with the exception of PTK scholarship.
- E. Implementation date and applicability:** This Agreement will take effect upon signing of all parties and will be applicable only to all transfer students entering STAC for the first time in Fall 2024 or thereafter who have earned an Associates of Science degree from Hudson County Community College as of May 2024.
- F. Effective Date and Renewal:** This agreement will be effective July 1, 2024 - June 30, 2027. Renewal of agreement will be requested in writing 90 days before the term expires.

For: Hudson County Community College

For: St. Thomas Aquinas College

\_\_\_\_\_  
 Dr. Chris Reber  
 President, Hudson County Community College

\_\_\_\_\_  
 Kenneth Daly  
 President, St. Thomas Aquinas College

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

This agreement is subject to review at the request of either party. All information contained herein is accurate at the time of publication. However, changes in program and other details may have occurred since that time; current information may be obtained from the office of the department concerned.

Attachment:

[Hudson County Community College- Accounting Articulation Credit Evaluation](#)

**Accounting**

**ADVISING WORKSHEET (UNOFFICIAL)**

School of Business | Effective Fall 2023 | Modified 10/2023

<b>NAME</b>	HUDSON COMMUNITY COLLEGE- Accounting Program	<b>Transfer Information</b> *TC=Transfer Credits	<b>Total Credits Transferred:</b>
<b>SSID</b>		Institution Name:	<b>Hudson County Community College</b> 60
<a href="#">link to STAC Course</a>		Institution Name:	
1/2 of the major requirements must be completed at STAC		Institution Name:	
5-13-24-JG		Overall Transfer Credit Total:	<b>60</b>

**STAGE: GATEWAYS FOR EXCELLENCE (39 Credits)**

ACCOUNTING CORE (57 Credits)							FOUNDATIONS (15 Credits)					
*Approx Skeletal	Course	Description	Day/Time	CRN	Semester/TC	Credits	Course	Description	Day/Time	CRN	Semester/TC	Credits
	MGT 121	Management & Organization		MAN 121	TC	3	ENG 112	Speech			TC	3
	BUSA 205	Business Law I		BUS 230	TC	3	WRT 101	Academic Writing			ENG 101	3
	BUSA 302	Business Statistics		Sat by MAT 114			WRT 102	Academic Writing II			ENG 102	3
	BUSA 490	Business Strategies						Quantitative Literacy			MAT 100	3
	ECON 101	Principles of Macroeconomics		ECO 201	TC	3		Scientific Reasoning			Any Science	3
	ECON 102	Principles of Microeconomics		ECO 202	TC	3	<b>BREADTH AND PROFICIENCY DEVELOPMENT (15 Credits)</b>					
	MKTG 102	Principles of Marketing		MAN 221	TC	3	One from each content area; another from any of the four					
	FIN 201	Principles of Managerial Finance						Global Culture & Languages				
Spring	FIN 303	Principles of Corporate Finance						Literature & Creative Arts				
	ACCT 101	Principles of Accounting I		ACC 121	TC	3		Philosophy & Religious Studies				
	ACCT 102	Principles of Accounting II		ACC 221	TC	3		History & Social Sciences			1 HUMANITIES/SOCIAL SCIENCE/DIVERSITY ELECTIVE	3
Fall	ACCT 203	Intermediate Accounting I		ACC 240	TC(4)	3		Repeated Content Area Course			ONE HUMANITIES ELECTIVE	3
Spring	ACCT 204	Intermediate Accounting II		ACC 241	TC(4)	3	<b>GATEWAY: GLOBAL LEARNING &amp; SOCIAL RESP. (9 Credits)</b>					
Spring	ACCT 205	Cost and Budget Control					Students must complete all Foundation courses and 3 Breadth and Proficiency courses before taking Gateway courses. Each Gateway course must be from a different prefix					
Fall	ACCT 303	Advanced Accounting I										
Spring	ACCT 304	Advanced Accounting II										
Fall	ACCT 401	Federal Income Tax										
Fall	ACCT 403	Auditing I										
Spring	ACCT 405	Entity Taxation and NFP/Fund Acctg					<b>LIBERAL ARTS &amp; SCIENCES ELECTIVES (9 credits)</b>					

ADDITIONAL REQUIREMENTS (12 Credits)							LIBERAL ARTS & SCIENCES ELECTIVES (9 credits)					
Required Courses (6 credits)							Course	Description	Day/Time	CRN	Semester/TC	Credits
	CA 209	Communication Skills in Business					XXX	Mathematics		MAT 114	TC	3
	CS 211	Software Topics		CSC 100	TC	3	XXX	Course Name				
	<b>Business Electives (6 credits)- 9 credits</b>						<b>FREE ELECTIVES (3 credits)</b>					
	Three courses from: BUSA, ACCT, ECON, FIN, HOSP						Excess Credit ACCT 203(1), ACCT 204(1), CSC 100(1) TC 3					
	MGT, MKTG, MIS or SPM 1XX, 305						<b>STAC SEMINAR PROGRAM (2 Credits) *Optional for Transfer Student</b>					
	ACC 211	Computerized Accounting			TC	3	STAC 101	*STAC 101 (1 Credit)			First Fall	
	XXX	Course Name					STAC 102	*STAC 102 (1 Credit)			First Spring	
	XXX	Course Name					*CA 209 is credited towards STAC Seminar Program requirement in lieu of STAC 201.					

Minor Class Options	<b>***Use this area to help map out a minor.</b>						<b>CREDITS SUMMARY</b>						
<b>NAME OF MINOR</b>	<b>Required Courses IN BOLD</b>							<b>Required</b>	<b>Completed</b>	<b>Needed</b>			
	+ x of the following:						Major Requirement Credits	69	33	36			
	Optional Courses						Foundations Credits	15	15	0			
							Breadth & Proficiency Credits	15	6	9			
							Global Learning Credits	9	0	9			
							Liberal Arts & Sciences Electives	9	3	6			
							Free Electives	3	3	3			
							STAC Seminar Program	0	0	0			
							<b>TOTAL CREDITS</b>	<b>120</b>	<b>60</b>	<b>60</b>			
							Notes:						



AFFILIATION AGREEMENT  
NEW YORK UNIVERSITY  
SILVER SCHOOL OF SOCIAL WORK

AGREEMENT made as of the 5th day of June, 2024 by and between New York University, on behalf of its Silver School of Social Work, located at 1 Washington Square North, New York, NY 10003-6654 (hereinafter "the University"), and Hudson County Community College (hereinafter "the Affiliate").

WHEREAS, the University has educational programs for undergraduate and graduate students in Social Work leading to a degree in Social Work ("Program");

WHEREAS, the Affiliate has the facilities to provide students in the Program with field instruction in Social Work; and

WHEREAS, the Affiliate and the University desire to affiliate for the purpose of enabling students in the Program to receive field instruction in Social Work;

NOW, THEREFORE, the parties agree as follows:

A. The University agrees:

1. to assume full responsibility for the planning and implementation of the Program.

2. to be responsible for planning the schedule of student assignments (subject to approval by Affiliate) and informing the Affiliate of the number of students to be assigned (such number to be agreeable to both parties) and the dates of assignment.

3. to provide faculty members to serve as advisors to the students, to act as liaisons between the University and the Affiliate, and to coordinate each student's field instruction with each student's work in the Program.

4. to instruct all students referred to the Affiliate of their responsibility for complying with all pertinent rules, regulations, policies and procedures of the Affiliate.

5. to instruct all students to respect the confidentiality of all patient or client records which may come to them.

6. to keep all records and reports pertinent to the student's field instruction experience.

7. to inform the student of any medical information that is requested by the Affiliate from the student.

8. that professional liability insurance coverage in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate shall be maintained for the students assigned to the Affiliate.

9. that the University shall maintain commercial general liability insurance coverage in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate.

B. The Affiliate agrees:

1. to provide field instruction for each student which meets the standards of the Program.

2. to permit students to use the Affiliate cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

3. to arrange for emergency medical care for any student who becomes ill or injured while at the Affiliate, if feasible. The student shall arrange for medical care beyond that of an emergency nature. The student shall be responsible for the cost of such emergency care and for the cost of any additional medical care beyond that of an emergency nature.

4. to provide for supervision of each student's field instruction by a qualified Affiliate staff member.

5. to provide each student with an orientation to the rules, regulations, policies, and procedures of the Affiliate. The Affiliate agrees that, as part of each student's orientation to the rules, regulations, policies, and procedures of the

Affiliate, it shall, if appropriate, instruct the student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, and on the confidentiality of HIV-related information as required by law.

6. to maintain professional liability insurance coverage for the Affiliate and its employees and agents in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate.

7. to maintain commercial general liability insurance coverage for the Affiliate and its employees and agents in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate.

C. The University and the Affiliate agree:

1. that prior to the commencement of any fieldwork assignment under this Agreement, each party will provide the other party with a certificate of insurance proving that the coverage required by this Agreement has been obtained.

2. that at no time will they discriminate against any employee, applicant, patient, or student because of race, color, creed, sex, national origin, age, disability, marital status, sexual orientation or veteran status.

3. that no student referred to the Affiliate under this Agreement shall in any way be considered an employee or agent of the Affiliate or the University, nor shall any student, as a result of this Agreement, be entitled to any fringe benefits or other rights normally afforded to employees of the Affiliate or the University.

4. that the University shall withdraw any student from the placement when notified by the Affiliate that the student is unacceptable to the Affiliate for the reasons of health, performance, or other reasonable and lawful causes. Any necessity for such action will be reported promptly to the University.

5. that, notwithstanding any other provision of this Agreement, the Affiliate shall retain ultimate responsibility for the care provided to patients or clients.

6. that all notices required under this Agreement shall be in writing and shall be delivered by messenger or by postage prepaid certified mail, return receipt requested, as follows:

to the University:

Dean Neil Guterman  
New York University  
Silver School of Social Work  
1 Washington Square North  
New York, NY 10003-6654

to the Affiliate:

Hudson County Community College  
70 Sip Avenue  
Jersey City, NJ 07306

Attention: Doreen Pontius

Any notice delivered by messenger shall be deemed to have been given upon receipt by the addressee. Notice by mail shall be deemed to have been given as of the date such notice is received (or receipt refused). Either party may change its address for notices by giving notice to the other party as provided in this section of the Agreement.

7. that this Agreement becomes effective as of the date first written above and will continue in full force and effect until June 30, 2029. This Agreement may be terminated by either party by giving sixty (60) days prior written notice to the other party; provided that, any student assigned to the Affiliate for field instruction at the date of termination shall be permitted to complete the assignment.

8. that neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other party. Any purported assignment without such consent shall be null and void.

9. That this Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflicts of laws rules or principles.

10. That all disputes between the parties arising out of, or related in any way to this Agreement, the Program or the field instruction shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

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IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement in their official capacities as of the day and year first written above.

FOR AND ON BEHALF OF  
Hudson County Community College

FOR AND ON BEHALF OF  
NEW YORK UNIVERSITY

By \_\_\_\_\_  
Chris Reber (LD-OK)  
College President

By \_\_\_\_\_  
Sandra Kim  
ASSOCIATE DEAN,  
ADMINISTRATION & FINANCE  
SILVER SCHOOL OF SOCIAL WORK

- 7 -



## Fairleigh Dickinson University

### Experiential Education Affiliation Agreement: MSW

THIS Experiential Education Affiliation Agreement (“Agreement”) is entered into on this 14<sup>th</sup> day of August, 2024 to the 31<sup>st</sup> day of July, 2029 between Hudson County Community College, (“Institution”), and Fairleigh Dickinson University, a New Jersey non-profit corporation (“University”), (each a “Party” and collectively, the “Parties”).

#### WITNESSETH:

WHEREAS, Institution owns and operates a facility at the above mentioned location under a license issued by the State of New Jersey, and

WHEREAS, University offers degree programs in Social Work in New Jersey that educate students on all aspects of the respective health practices at undergraduate and graduate levels, and

WHEREAS, in order to ensure that its students meet the experiential requirements for licensure and the requirements of the student’s educational degree, University has established an experiential education curriculum that requires affiliations with institutions maintaining practice facilities, equipment, services and personnel appropriate for students to receive the necessary professional experience, and

WHEREAS, University desires that its students obtain practice experience at the Institution’s facilities through participation in an introductory or advanced program (“Program”), and

WHEREAS, Institution desires and deems it beneficial to participate in the Program by providing practice experiences for University students pursuant to the terms and conditions of this Agreement. Institution and certain of its employed licensed healthcare professionals will cooperate with University to provide certain professional education and experience to University students in accordance with this Agreement.

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

#### 1.0 PROGRAM PARAMETERS

- 1.01 The recitals set forth above are incorporated into and made part of this Agreement.
- 1.02 The starting date and duration for each student’s experiential education course shall be agreed upon in writing by the Parties before the students begin the Program.
- 1.03 The University Representative (as defined in Section 3) and the Institution Designee (as defined in Section 4) shall be responsible for arriving at a written agreement on behalf of their respective Parties regarding the duration of the Program instruction and

the number of University students to receive Program instruction at Institution's facilities as provided for in in this Section 1.0.

- 1.04 The Program and the maintenance of the standards for the Program shall be the shared responsibility of University and the Institution. University will make available to Institution its MSW Field Manual, applicable portions of which will be performed by each Party, as applicable. University shall only refer for participation in the Program students who are in good academic standing and have met any applicable health standards and background checks required by the Institution in accordance with this Agreement. University shall at the request of Institution provide the Institution with verification of clearances.

## 2.0 TERM AND TERMINATION

- 2.01 Term. This Agreement shall be effective as of August 14, 2024 and shall remain in effect until July 31, 2029.

### 2.02 Termination.

- 2.02.1 Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

- 2.02.2 Without Cause. This Agreement may be terminated without cause upon 120 days prior written notice by either Party. Such termination shall not take effect, however, with regard to students already enrolled in the Program until such time as those students have completed their training for the semester during which such termination notice is given.

## 3.0 UNIVERSITY RESPONSIBILITIES

- 3.01 University Representative. University shall designate a University employee as the University Representative, who shall coordinate with Institution Designee in planning the Program.

- 3.02 Records. University shall maintain all academic records and other University generated or compiled records of the students participating in the Program.

- 3.03 Rules and Regulations. University and Institution shall each enforce, as their respective interests apply, rules and regulations governing the students. University shall instruct its students on the general requirements of The Joint Commission ("TJC"), Centers for Medicare and Medicaid Services ("CMS"), and the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder ("HIPAA").

- 3.04 Student Responsibilities. University shall inform the students who are to participate in the Program at the Institution that they are responsible for:

- 3.04.1 Following the Institution's clinical and administrative policies, procedures, conduct policies, and rules and regulations;

- 3.04.2 Arranging for their transportation, living arrangements, health insurance, and any background screening required by Institution;
  - 3.04.3 Keeping all client information confidential. Such notification shall include the warning that the discussion, transmission or narration in any form by students of any client information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except with the written permission of Institution;
  - 3.04.4 Complying with Institution's dress code if provided by Institution to the student; and
  - 3.04.5 Attending an orientation or any other training required by the Institution.
- 3.05 Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation, and any other insurance or benefits of any kind for employees of University performing under this Agreement. University shall defend, indemnify and hold Institution harmless against all claims against Institution by employees of University with respect to payroll taxes, withholdings, workers' compensation, and other insurance benefits.

#### 4.0 INSTITUTION'S RESPONSIBILITIES

- 4.01 Clinical Experience. Institution shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience consistent with the terms of this Agreement.
- 4.02 Institution Designee. Institution shall designate a member of Institution's staff as the Institution Designee to participate with the University Representative in planning, implementing, and coordinating the Program.
- 4.03 Access to Facilities. Institution shall permit students enrolled in the Program access to its facilities as appropriate and necessary for the Program, provided that the presence of the students does not interfere with the activities of Institution. Institution shall provide an on-site orientation of the Institution's facilities, policies, and procedures to instructors and students.
- 4.04 Institution Rules & Regulations. Institution shall instruct the students and ensure their compliance with Institution rules and regulations and applicable law, as well as the application of TJC, CMS and HIPAA requirements specific to the Institution. Institution shall provide University with a copy of its rules and regulations in digital or web-based format.

- 4.05 Withdrawal of Students. Institution may request University to withdraw from the Program any student whose behavior Institution reasonably determines poses a serious risk to the Institution, its employees, or clients, such as, but not limited to: serious violation of Social Work ethics as outlined by NASW Code of Ethics, breaking a law, use of drugs or alcohol, breach of institutions policy, refusal to follow Institutions administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why Institution desires to have the student withdrawn. University shall comply with such request within five days of receipt of the written request provided that any dispute shall be resolved by the Institution's Designee and the University Representative. Institution agrees to use the individual improvement process for less serious violations where concerning behaviors are identified and performance objectives with timelines are agreed.
- 4.06 Emergency Health Care First Aid. Institution shall, on any day when students are receiving education at its facilities, provide the students necessary emergency health care or first aid for accidents or events occurring at the Institution. Except for such emergency assistance, Institution shall have no obligation to furnish medical or surgical care to any student. Cost of emergency care will be billed to student insurance, except if the accident or event was directly attributable to the negligence of the Institution. Except as otherwise stated above, students shall be responsible for the costs of all health care and/or first aid.
- 4.07 Communicable Disease. In the event that a student or faculty member is exposed to a reportable confirmed or suspected communicable disease (including COVID-19 and as referenced in the New Jersey Administrative Code 8:57), during their participation in the Program, Institution notify the student as being an individual who may have been in contact with the case during the infectious period of disease and thus exposed to that disease. The student and faculty will receive appropriate Post Exposure Prophylaxis through the Institution's Employee Health Department or Emergency Department (if such facilities are maintained by the Institution) at no cost to the individual student and faculty. The University's Student Health Services Director will be notified if there is a suspected or confirmed communicable disease report involving the students or faculty of the University.
- 4.08 Maintenance of Client Services. Institution shall be responsible for developing, maintaining, and providing services to all its clients through adequate, competent staff. Decisions and activities relating to the care and treatment of Institution's clients (including supervision of students in their care and treatment of clients) are solely within the scope of Institution's responsibilities. Institution will maintain at least its minimally required staffing and student supervisory levels while students are present. In no event will a student be expected or allowed to perform services in place of Institution's employees.
- 4.09 Evaluation. Institution shall evaluate the performance of the student on a regular basis using the evaluation form supplied by University. The completed final evaluation shall be submitted within five business days following the conclusion of the student's clinical experience.

- 4.10 Payroll Taxes and Withholdings. Institution shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of Institution providing services under this Agreement. Institution shall defend, indemnify and hold Institution harmless against all claims against University by employees or agents of Institution with respect to payroll taxes, withholdings, workers' compensation, and other insurance benefits.
- 4.11 Student Contact Information. University or its students may provide Institution with contact information for each student enrolled in the Program, including the student's name, address and telephone number. Institution shall only use the student contact information to fulfill its obligations under this Agreement and agrees not to release any information in the student profile to any third party unless agreed to by the student or required by applicable law. To the extent the Institution is in possession of any student record or information, the Institution shall treat same in accordance with all applicable Federal, State and local laws including but not limited to the Family Educational Rights and Privacy Act.
- 4.12 Field Instructors. Institution agrees to provide individuals that will directly supervise University students without payment from the University. Institution clinicians who agree to supervise students will collaborate with University instructors regarding appropriate clinical experiences to meet course objectives. Institution clinicians will give verbal and written input/evaluations of student performance to the University. University instructors will participate in the evaluation of University students. Social Work Field Instructors will effectively communicate and work collaboratively with University faculty and staff and demonstrate an appropriate professional work ethic that reflects Social Work values, knowledge, skills, and behavior. The Field Instructors will have an MSW degree accredited by CSWE with a minimum of two years professional social work experience after receiving the MSW.
- 4.12.1 Supervisor or task supervisor must hold SIFI or similar State-specific Certification, and will attend required supervision trainings from University.

## 5.0 NON-DISCRIMINATION

- 5.01 The Parties agree that they shall not unlawfully discriminate on the basis of sex, race, creed, color, religion, handicap/disability, gender, gender expression, gender identity, genetic information, age, marital status, sexual orientation, veteran status, pregnancy status, ancestry, national origin, and other protected status under applicable law in connection with this Agreement; and each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

## 6.0 STATUS OF UNIVERSITY AND INSTITUTION

- 6.01 The Parties understand that students participating in the Program are in attendance for educational purposes, and the students are not considered employees of Institution or University for any purpose whatsoever. Accordingly, no student participating in the Program shall be entitled to any compensation for services, provision of employee welfare and pension benefits, or provision of workers' compensation insurance. It is further understood that nothing in this Agreement is intended to be construed as an offer of employment to any student in connection with the Program by Institution of University.
- 6.02 Institution assumes and maintains primary responsibility for services rendered to all of its clients and assumes and maintains complete control and supervision over all its employees and no Institution employees shall be deemed to be the employees or agents of University. University shall not be liable for any salaries unless agreed upon in writing by authorized representatives of University and Institution with an employment contract

## 7.0 INDEMNIFICATION

- 7.01 University agrees to indemnify, defend, and hold Institution and its affiliates, directors, trustees, officers, agents, and employees harmless against any and all third-party claims, demands, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever kind of nature ("Claims"), including court costs and reasonable attorney fees, arising out of or related to the University's breach of this Agreement, negligence, intentional wrongful acts, or willful misconduct of University, its faculty, employees, representatives in the performance of duties within University's scope of responsibilities under this Agreement. By way of clarification, students are not employees or agents of Fairleigh Dickinson University for purposes of this Agreement.
- 7.02 Institution agrees to indemnify, defend, and hold University and its affiliates, directors, trustees, officers, agents, and employees harmless against any and all third-party Claims, including court costs and reasonable attorney fees, arising out of or resulting from the Institution's breach of this Agreement, negligence, intentional wrongful acts or willful misconduct of Institution in the performance of duties within the Institution's scope of responsibilities under this Agreement.

## 8.0 INSURANCE

- 8.01 University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. University shall provide Institution with a certificate of insurance evidencing the insurance coverage required under this Section 8.01 upon execution of this Agreement. University shall further ensure that not less than thirty days' notice shall be provided to Institution of the cancellation of such insurance. University shall promptly notify Institution of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8.02 Institution shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. Institution shall provide University with a certificate of insurance evidencing the insurance coverage required under this Section 8.02 upon execution of this Agreement. Institution shall further ensure that not less than thirty days' notice shall be provided to University of the cancellation of such insurance. Institution shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 9.0 CONFIDENTIALITY

9.01 Definition. Each party may be given access to the other party's confidential and proprietary information. "Confidential Information" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): client, customer, employee and student records, including names, addresses, telephone numbers, and other information related to clients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; and proprietary Program design elements.

9.02 Duty to Protect. Each Party will protect the other Party's Confidential Information, use the other Party's Confidential Information only for the performance of this Agreement, and will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to perform this Agreement.

9.03 Exclusions. Confidential Information will not include information that : (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "Recipient"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court or governmental authority order, judicial process or operation or requirement of applicable law, including, without limitation, New Jersey's Open Public Records Act and other right-to-know laws. Before disclosing any Confidential Information under a court order or operation of law, the Recipient shall provide the other party (the "Injured Party") reasonable notice and the opportunity to object to or limit such disclosure by seeking a protective order from an appropriate court. Any such protective order must be sought prior to the time the disclosure is required to be made. The Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this agreement. Monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party may seek injunctive relief to enforce the terms of this Section.



- 9.04 HIPAA Compliance. Without limiting the foregoing, the Institution shall take all steps reasonably necessary to maintain compliance with the requirements of the HIPAA. University acknowledges and agrees that all client records of Institution shall be and remain the property of and in the custody of Institution. Upon termination of this Agreement, neither University or its faculty shall retain nor have access to the client record of any Institution client.
- 9.05 Survival. The rights and obligations of this Section shall survive the expiration or sooner termination of this Agreement.

## 10.0 EMPLOYMENT PRACTICES

- 10.01 Recordkeeping. Each party's respective employment, healthcare, and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. Upon reasonable request, Institution shall provide University with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

## 11.0 GENERAL PROVISIONS

- 11.01 Amendments. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with applicable law, it shall be deemed amended to eliminate the conflict.
- 11.02 Assignment. Neither Party shall assign or otherwise transfer this Agreement without the other Party's prior written consent, which may be withheld for any reason. Any purported assignment or transfer in violation of this Section shall be null and void.
- 11.03 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered or transmitted by facsimile, email or other electronic means, shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A facsimile or electronic signature shall be deemed an original signature for all purposes.
- 11.04 Entire Agreement. This Agreement, together with all attachments, is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- 11.05 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, pandemic, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party.

- 11.06 Governing Law/Dispute Resolution. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. All disputes between the parties arising out of, or relating to this Agreement, the Program, or the requirements of either, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.
- 11.07 Notices. Every notice required or permitted under this agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the party giving, making or sending the same to the address set forth below or to such other address as either party may designate from time to time by a notice given to the other party. Notice shall be deemed to be given upon receipt (or refusal of receipt).

University  
 Fairleigh Dickinson University  
 1000 River Road  
 Teaneck, New Jersey 07666  
 Attention: General Counsel

Institution  
 Hudson County Community College  
 70 Sip Avenue  
 Jersey City, NJ 07726  
 Attn: President's Office

with a copy to  
 Dean, School of Pharmacy  
 And Health Sciences

with a copy to  
 Director, Mental Health Counseling  
 and Wellness

- 11.08 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- 11.09 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or of any other term or condition hereof.
- 11.10 Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either Party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Fairleigh Dickinson University

By: \_\_\_\_\_ (LD)  
 Name: Christopher M. Reber, Ph.D.  
 Title: College President

By: \_\_\_\_\_  
 Name: Anastasia Rivkin, Pharm.D., Ed.D., BCPS  
 Title: Dean, School of Pharmacy and Health Sciences

**TRAINING AGREEMENT Q1-07-2024 - PERFORMANCE BASED**

Whereas, the Arbor E&T, LLC dba Equus Workforce Solutions (HEREINAFTER REFERRED TO AS Equus) having its local office at 438 Summit Ave, Jersey City, NJ 07306, desires to enter into a Training Agreement under the terms and conditions listed below in the following four pages with **Hudson County Community College** (HEREINAFTER REFERRED TO As Vendor)

**Hudson County Community College**  
161 Newkirk Street, Jersey City NJ 07306

**FED ID# 22-2045990**

This agreement was launched on **July 1, 2024**, for the purpose of providing training, credentials, and job search assistance. Upon successful completion of the training program the participant will have attained sufficient skills to obtain employment, with job search assistant in the training related field at a weekly minimum of 30 hours and the acceptable wage at placement of at least **\$15.00** per hour. Vendor understands the WIOA participants choose a particular vendor of their own free will. Equus is not responsible for referring clients to the vendor unless they are selected by WIOA participant. This agreement will be reviewed quarterly for compliance and will end one year from the launch date.

**Description of the Programs/Trainings listed on (NJTOPPS):**

In consideration of the foregoing, Equus does hereby agree to pay (**Vendor**) the allowable costs incurred in the performance of this agreement in an amount up to, but not to exceed **\$4,000.00** as detailed in the Performance Based payment schedule.

**NOTE: VENDOR MUST ENSURE THAT GRADUATES HAVE A CURRENT RESUME, WHICH INCLUDES THEIR NEW SKILLS AND MUST BE INCLUDED WITH THE FINAL INVOICE. RESUME SHOULD ALSO SHOW RECEIPT OF CREDENTIAL.**

**Arbor E&T, LLC dba Equus Workforce Solutions**

**Vendor Approval**

BY: \_\_\_\_\_  
Signature Date

BY: **X** \_\_\_\_\_  
Authorized Signature Date

Michael Salazar, Project Manager

I CERTIFY THAT I AM DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT BY THE GOVERNING/ADMINISTRATIVE BODY OF THE ABOVE CONTRACTOR & RECEIVED THE NON DISCRIMINATION MONITORING STATEMENT OF ASSURANCES, GENERAL DEFINITIONS, TERMS, & CONDITIONS AS WELL AS THE VENDOR HANDBOOK & ENSURE THE STAFF AND I ABIDE BY ALL REGULATIONS.

**Payment Schedule for Approved Training Providers:**

This is a performance-based training agreement. In full consideration of the terms and services performed under this agreement the vendor shall be compensated only upon the proper submission of **Equus Training Voucher** and the necessary supporting documentation for each payment listed below:

UNDER NO CIRCUMSTANCE WILL THE PARTICIPANTS (TRAINEES) BE RESPONSIBLE TO PAY FOR ANY COSTS INCURRED AND/OR SERVICES PROVIDED THROUGH THIS AGREEMENT.

**CONTACT PERSON: Anita Belle**  
**TITLE: Director, Workforce Pathways Continuing Education & Workforce Development**  
**TELEPHONE: 201-360-5443**  
**EMAIL: abelle@hccc.edu**

Payments will be made only according to the following conditions:

**A. \$1,600.00 - 40% of the Training Tuition is based on Training Progress and will be paid accordingly:**

1. A progress report payment of \$400.00 will be paid upon successful completion of the first 50 hours of instructional courses / work (**1<sup>st</sup> Benchmark**) and evidenced of any proper of assessment with a grade of “C+” or higher each module or course and attendance reports signed by both the participant and the instructor providing satisfactory progress to the next level of training.
2. A progress report payment of \$400.00 will be paid upon successful completion of the next 50 hours of instructional courses / work (**2<sup>nd</sup> Benchmark**) and evidenced of proper assessment with a grade of “C+” or higher each module or course and original attendance reports signed by both the participant and the instructor providing satisfactory progress to the next level of training.
3. A progress report payment of \$400.00 will be paid upon successful completion of the next 50 hours of instructional courses / work (**3<sup>rd</sup> Benchmark**) and evidenced of proper assessment with a grade of “C+” or higher each module or course and original attendance reports signed by both the participant and the instructor providing satisfactory progress to the next level of training.
4. A final progress payment of \$400.00 will be paid upon successful satisfactory completion of the final 50 hours of courses / work (**4<sup>th</sup> Benchmark**) and not previously taken as outlined in the Scope of Work, with a minimum of 180 core hours of attendance and evidenced of proper assessment with a grade of “C+” or higher in each module or course and original attendance reports signed by both the participants and the instructors providing satisfactory progress to the next level of training. A copy of Certificate of completion, current resume with new skills obtained, and a submission of a receipt or appropriate documentation from the Licensing/Exam Administering Entity with the student’s name, exam type, date of exam must be attached in order to be reimbursed for the last benchmark.

**B. \$1,600.00 - 40% of the Training Tuition for Industry Recognized Credential will be paid as follows:**

1. **Credential Attainment** - will be paid within 3 months of program completion related to course/program of study. See complete list of Industry Recognized Credentials from LWD website:  
[http://careerconnections.nj.gov/careerconnections/prepare/skills/credentials/industry\\_valued\\_credentials.shtml](http://careerconnections.nj.gov/careerconnections/prepare/skills/credentials/industry_valued_credentials.shtml)

**C. \$800.00 - 20% of the total WIOA obligations for Entered Employment and Retention payments will be paid accordingly:**

1. **Entered Employment** - will be paid only if the vendor provides a referral to an employer who then hires the participant into an unsubsidized full-time thirty (30) hours per week employment opportunity at a rate of at least \$15.00 per hour or more by the 61<sup>st</sup> calendar day after completion of training exit in an occupation for which the participant was trained.

**TRAINING AGREEMENT Q1-07-2024 - PERFORMANCE BASED**

## Contract Stipulations:

1. Executed Training Agreements shall ensure participants must comply with the benchmark attendance policy as follows:
  - a. Training Programs with 600 hours or more, participants must attend 80% of the instructional course/work hours.
  - b. Training Programs with less than 600 hours, participants must attend 90% of the instructional course/work hours.
2. If a training program is identified as having a completion day of less than 30 business days, then the standard 10 consecutive business days for evaluation/orientation and financial obligation will not apply. Instead, a financial obligation will commence based on the length of the program as follows: a) Programs of 1-5 business days, must attend 2 consecutive program days; b) 6-10 business days must attend 3 consecutive program days; c) 11-30 business days must attend 5 consecutive program days, before a financial obligation exists for benchmark payment(s) of said training.
3. Whenever possible, be flexible and allow participants who are absent from class to make up the class or allowing evening and/or weekend participation in order to achieve the individual's program completion per the participant Training Agreement.
4. Contract extensions will not be approved with the exception of weather related, documented health related reasons, employment related reasons or incidents of life changing events (ex. homeless). All extensions must be submitted within ten (10) business days of contract end date to the Training Unit. The justification must clearly be stated when submitting the request with backup documentation.
5. If a participant withdrew from the training for any reason, the vendor has two (2) business days to notify and send the termination letter to the Equus Operations Manager. The Termination letter must detail why the participants withdrew from the training and the last day of training.
6. Payment request must be accompanied by a completed **Equus Training Voucher**, and all supporting documentation such as performance benchmarks achieved, bi-weekly progress, and grade levels achieved course should be attached. Only vouchers with successful completion of the required hours of instructional courses / work and evidence of any proper of assessment with a grade of "C+" or higher in each module or course is accepted as meeting competency attainment in the subject matter will be paid. On the last benchmark, the vendor must submit a copy of Certificate of completion, current resume with new skills obtained, and a submission of a receipt or appropriate documentation from the Licensing/Exam Administering Entity with the student's name, exam type, date of exam must be attached in order to be reimbursed for the last benchmark. All payment requests must be submitted within 30 days after each benchmark is achieved. Vouchers must be submitted in accordance with all other standards and policies established by Equus.
7. Vendors must assist in registering the participant for training related exam(s) within 30 days prior to the last day of program completion. As stated previously, the vendor must submit a receipt or appropriate documentation from the Licensing/Exam Administering Entity with the student's name, exam type, date of exam must be attached in order to be reimbursed for this benchmark.
8. All participants must be in a training related industry recognized credential program. Vendor must follow up, obtain and submit proof of credential to Equus Management Team within 3 months of program completion. For Credential payment, the vendor must submit proof of the credential with Equus voucher to Equus Management Team and copy to training unit within 2 months of program completion.
9. Completion of any related internships or externships and has received any certificates, permits, licenses necessary to perform the duties of the occupation for which the customer has been trained cannot be withheld from the customer due to payment from Equus.
10. The vendor has 61 days from the completion of the training (including credentialing exams) to place all participants in unsubsidized employment with a minimum requirement of 30 hours per week in a training related field as per the Training Agreement. In addition, the Placement information should be submitted to the Equus case manager or Management Team and within (61<sup>st</sup>) days of completion of training.
11. Payments will be withheld for incomplete or overdue progress reports and supporting documentation.

## Vendor Certification

I hereby certify that the good(s) or services(s) described herein is (are) correct as to quantity and contract price, and have been shipped to the delivery destination as specified in the contract.

Hudson County Community College  
(Training Vendor)

161 Newkirk Street Jersey City, NJ 07306  
(Address)

\_\_\_\_\_ x \_\_\_\_\_  
(Date) (Signature)

X \_\_\_\_\_  
(Name and Title)



Bergen County Job Center  
60 State Street, Room 200  
Hackensack, NJ 07601

July 29, 2024

To Whom It May Concern:

As a training provider receiving Individual Training Agreement (ITA) for the 2024 – 2025 fiscal year, it is necessary for you to sign indicating your compliance with certain requirements of federal and state grant. Since July 1<sup>st</sup>, 2024 is the beginning of the 2024 – 2025 fiscal year, you are required to fill out the enclosed Statement of Standards of Assurances and Certifications and list all training sites (page 6). The document must be completed before you become eligible to receive funding for your ITA training programs.

Once you have signed the Statement of Standards of Assurances and Certifications document email it to me at [rankhi@bergen.org](mailto:rankhi@bergen.org). This document will remain on file with our office for 2024-25 fiscal year. During program monitoring we will verify your compliance with the requirements set forth in the Statement of Standards of Assurances and Certifications.

Sincerely,

Rani Khiatani

Rani Khiatani  
Senior Planner



# Fiscal Year 2024-25

## Standard Assurances and Certifications

### ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement, the grantee is providing the above assurances and certifications as detailed below:

#### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973,

as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for federally assisted construction sub agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.
  
- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and sub recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, sub grant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

## **2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

### **3) CERTIFICATION REGARDING LOBBYING**

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

## 5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations, and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.

- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)**

As a condition to the award of Federal financial assistance, the recipient or sub recipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

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Check ( ) if there are workplaces on file that are not identified.

The following are hereby designated:

---

**Printed Name and Title**

---

**Signature**

---

**Date**



<b>STATEMENT OF WORK</b>	Requisition No.: <b>XXXXXX</b>
Aligning the Benefits of the Clean Energy Transition to More Diverse and Equitable Wind Energy Workforce Outcomes (DEWWind) (FY24 ONLY)	SOW Revision No.: <b>XX</b>
	Date: 06/21/2024

1. INTRODUCTION  
A. Background

**Battelle Memorial Institute, Pacific Northwest Division (Battelle), operator of the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy is seeking a Contractor to support the Diverse and Equitable Workforce in Wind Energy (DEWWind) project, a Wind Energy Technologies Office (WETO)-funded effort to advance distributed wind workforce development opportunities.**

The United States is in the midst of an energy transition to cleaner energy sources, including distributed wind, and the demand for a skilled and qualified energy workforce to maintain an ever-growing technology fleet is only increasing. Wind energy used as a distributed energy resource, or distributed wind, refers to power production for onsite or local use, as opposed to large, centralized wind farms that generate bulk electricity for distant end users.<sup>1</sup> With the share of wind-generated electricity rising steadily over the past decade, wind turbine service technicians are projected to be the fastest growing job in the United States in the next decade.<sup>2</sup> However, many distributed wind companies have difficulty hiring qualified candidates, with both large- and small-scale installers and developers reporting difficulty filling positions.<sup>3</sup> There is also a demonstrated lack of connectivity between wind industry employers, the potential workforce, and educational institutions in building access to career pipelines, according to the National Renewable Energy Laboratory’s (NREL) *Defining the Wind Energy Workforce Gap* report.<sup>4</sup>

To make this energy transition just and equitable, the benefits of a clean energy economy, including job creation and workforce development opportunities, must be distributed fairly and encourage participation from under-resourced and under-represented groups. There is potential to increase the number of wind energy workers and, more importantly, the diversity of the wind energy workforce by engaging minority-serving institutions and vocational schools, especially those in wind-rich areas. Closing this workforce gap is not only critical to accelerating wind energy deployments and meeting the Biden Administration’s goal of 100% clean electricity by 2035, but also supports local economic development and workforce build-out in high wind resource

<sup>1</sup> <https://www.pnnl.gov/distributed-wind>

<sup>2</sup> <https://windexchange.energy.gov/training>

<sup>3</sup> Sheridan, L., Kamila Kazimierczuk, Jacob Garbe, Danielle Preziuso. 2024. PNNL Distributed Wind Market Report. [Manuscript submitted for publication].

<sup>4</sup> Stefek, Jeremy, Corrie Christol, Tony R. Smith, Matthew Kotarbinski, Brinn McDowell. 2022. Defining the Wind Energy Workforce Gap. Golden, CO: National Renewable Energy Laboratory. NREL/TP-5000-82907. <https://www.nrel.gov/docs/fy23osti/82907.pdf>.

<b>STATEMENT OF WORK</b>	Requisition No.: <b>XXXXXX</b>
Aligning the Benefits of the Clean Energy Transition to More Diverse and Equitable Wind Energy Workforce Outcomes (DEWWind) (FY24 ONLY)	SOW Revision No.: <b>XX</b>
	Date: 06/21/2024

quality areas, which can often be in remote, economically distressed communities. NREL’s *Distributed Wind Energy Futures Study* found nearly 1,400 gigawatts of economic potential for distributed wind today and the potential for several terawatts more by 2035, noting a strong correlation between favorable states for distributed wind and disadvantaged communities.

This effort, known as the **Diverse and Equitable Workforce in Wind Energy (DEWWind)** project, supports workforce build-out to accelerate distributed wind deployments via academic and industry collaboration.<sup>5</sup> The overarching objective of DEWWind is to increase distributed wind workforce diversity and capacity by exploring workforce development needs and creating tailored workforce development programs through collaboration. As such, minority-serving and non-traditional academic institutions with locationally favorable wind energy conditions and proximity to active industry stakeholders were prioritized for engagement. The project structure ultimately relies on a regional partnership match-making process between academic institutions and distributed wind installers to achieve this objective. The institutions bring educational resources, experience in curriculum development, and practical insights from other programs to the project. The industry partners’ understanding of the technical skills needed in the workforce help ensure the efforts are aligned with current industry standards and practices.

This project seeks to leverage Pacific Northwest National Laboratory’s (PNNL) previous data collection and outreach efforts under the distributed wind research portfolio to select a group of potential collaborators to a) strategize pathways for increased workforce diversity by exploring workforce development needs, b) co-develop a workforce training program to prepare students for careers in the growing distributed wind energy field, and c) create a guidebook outlining curricula-building steps and approaches to track program performance and maintain longevity in the transition to self-ownership. While the guidebook will address lessons learned from collaborative program-building to support distributed wind workforce needs, the outreach, engagement, and program development framework may also provide insights for workforce growth in other technology sectors.

The project team currently includes Principal Investigators (PIs) from PNNL, academic collaborators from Hudson County Community College (HCCC), and industry collaborators from Renewable Support Services, LLC (RSS). Advisory support will be provided by Buffalo Renewables, a Northeast-based industry stakeholder. During FY24, HCCC will participate in coordination/planning meetings and host an information-

<sup>5</sup> <https://www.pnnl.gov/distributed-wind/diverse-equitable-workforce-wind-energy>



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gathering workshop event to contribute expertise, experience, and ideas toward key thematic areas such as local workforce training needs, barriers to workforce entry, and effective educational models. The purpose of the workshoping event is also to illuminate the existing resources and infrastructure at HCCC that can be leveraged into a workforce training program. PNNL will synthesize key takeaways from workshop conversations and notes into a summary report, which HCCC will review.

This team will be extended upon the formalization of an academic-industry partnership in the Midwest to additionally include two more external collaborators. These academic and industry collaborators were asked to participate in the project under a subcontract to PNNL. [REDACTED] will serve as the principal collaborator for Hudson County Community College and provide technical expertise in accomplishing the workforce programming goals of this project. In FY24, Hudson County Community College will be tasked with specific milestones and deliverables to support the above goals. These goals will be realized through tasks in this Statement of Work.

**B. Scope**

In FY24, HCCC will contribute to *Task 1.2 Collaborator Workshoping* and *Task 1.3 Workshop Report* by designing and hosting a workshop event to define workforce needs and priorities. PNNL will facilitate the event by overseeing workshop planning, presenting content, and gathering feedback and insights for evaluation. HCCC will help define the relevant topics and content during the ideation phase, provide feedback on the workshop structure, review materials to include, and contribute to an accompanying summary workshop report.

**2. REQUIREMENTS**

**A. Tasks**

In FY24, HCCC will participate in kick-off meetings between PNNL and RSS to baseline partnership goals and foster a collaborative relationship-building environment, during which the collective team will identify an appropriate framework, timeline, and structure for an information-gathering workshop (contingent on HCCC’s scheduling and availability). PNNL will coordinate these meetings and preliminary workshop events to serve as educational opportunities on diversity, equity, inclusion, and accessibility (DEIA) in the workforce (for industry collaborators) and distributed wind fundamentals (for academic collaborators). Knowledge learned from this preliminary event will be

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brought to the workshop to motivate efficient discussions. PNNL will also help facilitate the workshop, preparing activities and materials to drive dialogue and explore local workforce needs, with HCCC to host. PNNL will synthesize key takeaways from workshop conversations and notes into a summary report, which HCCC will review.

**Task 1.2 Collaborator Workshopping**

HCCC will participate in kickoff meetings arranged by PNNL to establish a workshop event. HCCC will host and market the event, which PNNL will help facilitate. Hosting responsibilities will include scheduling the event, socializing the agenda, recruiting participants (from local network connections), and if applicable, reserving a facility or space to gather participants. PNNL will work with HCCC to produce an agenda and build materials and interactive activities to drive productive dialogue outcomes. HCCC will market the event to local network connections (e.g., student learning groups, community-based organizations, etc.) that have an interest in contributing to workforce development conversations and can provide context on the local occupational landscape and qualification gaps. Based on organizational hosting capacity and availability, workshop events may be hybrid (in-person and virtual) or virtual. This will determine whether a physical space is necessary for the workshop. The workshop event will be open to a broader audience to shape a collective vision for building the pipeline of next generation distributed wind workers. RSS and Buffalo Renewables will participate in the workshop event to contribute industry insights as they relate to workforce development needs. During the event, HCCC and PNNL will keep track of critical ideas to inform an accompanying workshop report.

**Task 1.3 Workshop Report**

HCCC will contribute to a report summarizing workshop findings by reviewing drafts. PNNL will write the workshop report.

B. Staffing

The technical point of contact for HCCC is  . *Include additional background information here (e.g., qualifications, relevant experience).*

C. Location of Services and Travel

If in-person workshopping is feasible, the event will be held at HCCC’s facility location. Workshop participants, including industry collaborators, will be encouraged to join onsite if possible. Project participation will otherwise be conducted through videoconference meetings and virtual communication.

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D. Schedule

PNNL will begin scheduling kickoff meetings to coordinate workshop planning and preparations as soon as collaborator subcontracts are signed and filed. The anticipated timeline for completing Tasks 1.2 and 1.3 is through the remainder of PNNL’s 2024 fiscal year (FY), or through September 30, 2024. The timing and date of the workshop event will be determined by HCCC’s availability.

**Task 1.2 Collaborator Workshopping**

**By 9/30/24:** HCCC will attend and contribute to all coordination meetings and workshops. HCCC will work with PNNL to design a workshop and agenda. PNNL will produce workshop materials and activities, with HCCC to provide feedback and review. HCCC will be responsible for marketing the event to recruit local participants and hosting the workshop. All project collaborators (PNNL, HCCC, RSS, and Buffalo Renewables) will document takeaways for FY25 program development, which will be included in a summary workshop report.

**Task 1.3 Workshop Report**

**By 9/30/24:** HCCC will contribute to and review a draft workshop report.

E. Budget

Total collaborator budget for FY24 is \$20,000.

3. MONITORING PROGRESS/COMPLIANCE, COMPLETION CRITERIA, AND FINAL ACCEPTANCE

- HCCC will participate in and contribute to project meetings led by PNNL.
- HCCC will work with PNNL to plan a workshop event and agenda. HCCC will support PNNL in preparing or reviewing relevant workshop materials. HCCC will market and host the event, with PNNL to co-facilitate.
- HCCC will contribute takeaways to and review a draft summary report.

4. NOTES

This project is funded through PNNL’s FY26. Subcontracts and statements of work will be updated prior to the start of each subsequent fiscal year to reflect scope of work and collaborator responsibilities.

## JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (“Agreement”) is made between HUDSON COUNTY COMMUNITY COLLEGE (“HCCC”), a New Jersey public college, and CASSANDRA CONSULTANTS, LLC (“Company”), a New Jersey limited liability company. HCCC and Company are sometimes hereinafter individually referred to as a “Joint Venturer,” and collectively referred to as the “Joint Venturers.”

1.  
Effective Date.

The Agreement shall be effective as of May 1, 2024.

2.  
Organization.

For and in consideration of the mutual covenants contained in this Agreement, the Joint Venturers form, create, and agree to associate themselves in a joint venture (“Joint Venture”). Following the execution of this Agreement, the Joint Venturers shall execute or cause to be executed and to file any documents and instruments with any appropriate authorities that may be necessary or appropriate to comply with all requirements for the formation and operation of a joint venture in the State of New Jersey.

3.  
Name.

The activities and business of the Joint Venture shall be conducted under the name of the Workplace Impairment Recognition Expert (“WIRE”) in New Jersey and under any variations of this name that are necessary to comply with the laws of other states within which the Joint Venture may do business or make investments.

4.  
Place of Business.

The Joint Venture’s principal place of business shall be 70 Sip Avenue, Culinary Conference Center, Room 504, Jersey City, New Jersey 07306 (“Principal Place of Business”). Additional places of business may be located elsewhere.

5.  
Address.

The Joint Venture’s mailing address shall be 70 Sip Avenue, Culinary Conference Center, Room 504, Jersey City, New Jersey 07306

6.  
General Purposes.

The general purposes of the Joint Venture are (a) to create proprietary WIRE curricula; (b) to provide the initial WIRE certification to such New Jersey private sector entities and public sector agencies as may seek such certification; (c) to provide such re-training as the New Jersey Cannabis Regulatory Commission (“NJCRC”) shall deem appropriate; and (d) to have and to exercise all power to engage in any lawful business related or incidental to any of the foregoing purposes.

7.  
Term of the Joint Venture.

The Joint Venture shall begin as of May 1, 2024 and shall continue until May 1, 2027, unless sooner terminated as specifically provided in Paragraph 24 of this Agreement. If neither Joint Venturer opts to terminate the Agreement on or before May 1, 2027, then the Agreement shall continue on a month-to-month basis under the existing terms of this Agreement.

8.

Scholarship Contribution.

Upon (a) NJCRC designation of the Joint Venture as the exclusive (i) WIRE content creator; (ii) initial WIRE certification-granting authority; and (iii) recurring WIRE re-training/re-certification-granting authority, and (b) the effective date of enabling regulations flowing therefrom, Company shall make an annual Twenty Thousand Dollar (\$20,000.00) contribution to the scholarship fund of HCCC's designation, beginning Twelve (12) months following satisfaction of the conditions precedent set forth in this Paragraph 7 in recognition of full performance of the prior year's Joint Venture, provided that neither Joint Venturer shall terminate the Agreement prior to May 1, 2027. In such event, Company shall tender to HCCC the Scholarship Contribution to which HCCC would be entitled prior to the date of termination.

9.

Division of Revenue.

HCCC and Company shall divide revenue derived from all initial in-person WIRE trainings and/or recurring in-person WIRE re-trainings/re-certifications as shall take place on HCCC grounds. HCCC shall be entitled to Sixty Percent (60%) and Company Forty Percent (40%) division of all net revenue resulting therefrom. Company shall be entitled to all revenue derived from initial in-person WIRE trainings and/or recurring in-person WIRE re-trainings/re-certifications as shall take place other than on HCCC's campus. Similarly, Company shall be entitled to all revenue derived from initial WIRE trainings and/or recurring WIRE re-trainings/re-certifications accomplished through Company's proprietary learning management system, Certified WIRE Training<sup>SM</sup>.

10.

Best Efforts to be Expended in Furtherance of Joint Venture.

The Joint Venturers agree to expend commercially reasonable best efforts to affect the following actions in furtherance of the Joint Venture:

- a) HCCC, along with Company's engagement as curricula developers and/or lecturers, can develop a certificate program or workplace impairment class(es);
- b) Company can provide internships or job opportunities for current and/or future HCCC students/graduates to work within the impairment education industry. Company can also assist HCCC students by linking them to our clients for similar professional roles;
- c) HCCC can provide education platforms to not only small and large businesses, but also to its own educational facility, as well as to public entities such as law enforcement. For such purposes, Company would be willing to license our training content to HCCC for no charge;
- d) HCCC can provide on-campus training workshops, conferences, guest speaking opportunities to publicize its engagement and broaden its reputation within those respective communities. Company is willing to attend and to provide support as benefiting each engagement;
- e) Subject to local, state, and federal privacy laws, HCCC can use the data which Company collects as part of its ongoing activities for scientific studies to validate the field sobriety tests, study current drug trends, validate new technology, and enhance curricula;
- f) HCCC will have the opportunity to pursue government grants over the term of the Agreement;
- g) HCCC can partner with Company's in-person training engagements within New Jersey, which could range from co-branding to in-person engagement;

- h) HCCC can host (or co-host with Company) conventions for statewide business leaders at major venues throughout New Jersey;
- i) Joint Venturers can co-brand with each other's activities throughout New Jersey (which can include, but are not limited to, symposia, teaching sessions, legal and corporate events) to promote issue awareness; and
- j) HCCC may request the attendance of members of Company's team to provide guest lectures and present at HCCC speaking engagements, both on and off-campus.

11.  
Ownership of Joint Venture Intellectual Property.

Company shall retain sole and exclusive ownership of its proprietary intellectual property, including, but not limited to, any and all materials developed prior to, or during the course of, the Joint Venture. HCCC shall not assert that any intellectual property developed during the Joint Venture is, or shall be construed to be, subject to the work-made-for-hire doctrine.

12.  
Fiscal Year.

The fiscal year of the Joint Venture for both accounting and income tax reporting purposes shall end on December 31.

13.  
Books and Records.

The Joint Venturers shall keep proper books and records with respect to all Joint Venture transactions. Such documents will be maintained in a cloud-based repository, with HCCC to serve as the physical custodian of records maintained at the Principal Place of Business. Each Joint Venturer or their representative shall have access to the Joint Venture books and records and may perform an inspection at all reasonable times during the hours of 9:00am – 5:00pm (Principal Place of Business local time). The Joint Venturers shall keep the financial books in accordance with generally accepted accounting principles ("GAAP"). The financial books and records shall include the identity and nature of any property in which the Joint Venture owns a beneficial interest. These records shall include, but shall not be limited to, a statement of the ownership and nature of real, personal, and mixed property or the interest of the Joint Venture in that property, as well as the form in which the title to that property is recorded and maintained, whether in the name of the Joint Venture or in the name of one or more designated Joint Venturers without designation of the Joint Venture. A certified public accountant ("CPA") selected by the Joint Venturers shall annually review the financial books and records at the Company's expense. The selected CPA shall (a) annually prepare and deliver to the Joint Venture, for filing, the appropriate tax returns and all associated schedules, and (b) deliver to each Joint Venturer, within 90 days following the end of each fiscal year of the Joint Venture, financial statements of the Joint Venture, including balance sheets, profit and loss statements, and statements showing allocations and distributions to each Joint Venturer.

14.  
Venture Accounts.

All funds of the Joint Venture shall be deposited in its name, or in the name of a nominee as provided herein, in an account or accounts designated by the Managing Joint Venturer, as defined in Paragraph 13, *infra*, or with an agent designated by the Managing Joint Venturer. Checks shall be drawn on the Joint Venture account or accounts only for purposes of the Joint Venture business and shall be signed by the Joint Venturers' designee.

15.  
Managing Joint Venturer.

The Managing Joint Venturer of the Joint Venture shall be Vivek S. Sahota. Except as expressly provided in this Agreement, the management and control of the day-to-day operations of the Joint Venture and the maintenance of the Joint Venture property shall rest exclusively with the Managing Joint Venturer. The Managing Joint Venturer shall serve in that capacity until the time that the Joint Venturers designate a new Managing Joint Venturer. The Managing Joint Venturer shall receive no salary or other compensation for his services as such. The Managing Joint Venturer shall devote as much of his attention and time to the conduct and supervision of the Joint Venture business as the Managing Joint Venturer shall deem necessary or advisable.

16.  
Powers of Managing Joint Venturer.

Subject to the restrictions set forth herein, the Managing Joint Venturer is authorized and empowered to carry out and implement any and all of the purposes of the Joint Venture. In that regard, the powers of the Managing Joint Venturer shall include, but shall not be limited to, the following:

- (a) To hire, fire, and supervise the Joint Venture's employees;
- (b) To engage personnel, independent attorneys, accountants, or any other persons that may be deemed necessary or advisable for the advancement of the Joint Venture;
- (c) To open, maintain, and close bank accounts and to draw checks and other orders for the necessary payment of debts due and owing;
- (d) To take any action and to incur any expenses on behalf of the Joint Venture that may be necessary or advisable in connection with the conduct of the Joint Venture's affairs; and
- (e) To enter into, make, and perform any contracts, agreements, and other undertakings that may be deemed necessary or advisable by the Managing Joint Venturer for the conduct of the affairs of the Joint Venture.

17.  
Nominees.

All Joint Venturers acknowledge that there are practical difficulties in doing business as a joint venture, caused by those outside the Joint Venture who seek to ascertain the capacity of a Joint Venturer to act on the Joint Venture's behalf, or for other reasons. Therefore, each Joint Venturer authorizes the Managing Joint Venturer to (a) acquire all real and personal property; and (b) arrange all financing, enter into contracts, and complete all arrangements needed to carry out the Joint Venture's purposes set forth in this Agreement. If the Managing Joint Venturer carries on the Joint Venture business in the Managing Joint Venturer's own name, he shall place a written declaration of trust in the Joint Venture books and records that acknowledges the capacity in which the Joint Venturer acts and identifies the Joint Venture as the true and equitable owner.

The acquisition of Joint Venture Property or the creation of a Joint Venture indebtedness in the name of the Managing Joint Venturer acting as nominee, shall neither give the Managing Joint Venturer an interest in Joint Venture property or cause him to be liable for Joint Venture indebtedness.

18.

Restriction on Authority of Joint Venturers. The individual Joint Venturers and the Managing Joint Venturer shall not have any authority with respect to the following:

- (a) To act in violation of this Agreement;
- (b) To undertake any act that would make it impossible to carry on the business of the Joint Venture;
- (c) To possess Joint Venture property or to assign the right of the Joint Venture or its Joint Venturers in specific Joint Venture property for other than a Joint Venture purpose;
- (d) To make, execute, or deliver any assignments for the benefit of creditors, or on the assignee's promise to pay the debts of the Joint Venture;
- (e)

To do any of the following without the consent of both Joint Venturers:

- (i) Confess a judgment;
- (ii) Make, execute, or deliver for the Joint Venture any bond, mortgage, deed of trust, guarantee, indemnity bond, surety bond, or accommodation paper or accommodation endorsement;
- (iii) Amend or otherwise change this Agreement to modify the rights or obligations of the Joint Venturers as set forth in this Agreement; or
- (iv) Create any personal liability for any Joint Venturer other than that personal liability to which any Joint Venturer may have agreed to in writing.

19.

Meetings of the Joint Venturers.

The Joint Venturers shall hold regular meetings at times and places to be selected by the Joint Venturers. In addition, either Joint Venturer may call a special meeting to be held at any time after it has given Ten (10) business days' notice to the other Joint Venturer. Either Joint Venturer may (a) waive notice of, or attendance at, any meeting of the Joint Venturers; or (b) attend by telephone or by any other electronic communication device. At the meeting, the Joint Venturers shall transact any business that may properly be brought before the meeting. The Joint Venturers shall keep regular minutes of all their proceedings. The minutes shall be placed in a minute book of the Joint Venture.



20.

Action Without Meeting.

Any action required by statute or by this Agreement to be taken at a meeting of the Joint Venturers, or any action that may be taken at a meeting of the Joint Venturers, may be taken without a meeting if a writing setting forth the action taken, or to be taken, is signed by both Joint Venturers. That consent shall have the same force and effect as a unanimous vote of the Joint Venturers. Any signed consent, or a signed copy of it, shall be placed in the minute book of the Joint Venture.

21.

No Transfer of Interest.

No Joint Venturer may sell, assign, transfer, encumber, or otherwise dispose of any interest in the Joint Venture.

22.

Events Constituting Default.

Any of the following events shall constitute a default by a Joint Venturer:

(a)

The failure to make when due any contribution or advance required to be made under the terms of this Agreement, and continuing that failure for a period of Fifteen (15) days after written notice of the failure from the Managing Joint Venturer or other Joint Venturer;

(b)

The bringing of any legal action against a Joint Venturer by a creditor, resulting in litigation that, in the opinion of the Managing Joint Venturer, creates a real and substantial risk of involvement of the Joint Venture Property that will result in the financial detriment of the other Joint Venturer.

23.

Amendment.

This Agreement may be amended or modified only by a written instrument executed by both Joint Venturers.

24.

Termination of the Venture.

The occurrence of any event, which under the New Jersey Uniform Partnership Act would cause the dissolution of the Joint Venture, shall terminate the Joint Venture.

25.

Distribution of Assets.

On termination, the assets of the Joint Venture shall be applied to payment of the outstanding Joint Venture liabilities, although the Managing Joint Venturer may maintain an appropriate reserve in the amount he determines necessary for any contingent liability until the contingent liability is satisfied. Any balance of the reserve shall be distributed together with any other sums remaining after payment of the outstanding Joint Venture liabilities to the Joint Venturers.

26.  
Attorneys' Fees.

In the event that it should become necessary for either Joint Venturer to bring suit against the other Joint Venturer for enforcement of the covenants contained in this Agreement, the Joint Venturers hereby covenant and agree that the Joint Venturer who is found to be in violation of said covenants shall also be liable for all reasonable attorneys' fees and costs of court incurred by the non-breaching Joint Venturer.

27.  
Benefit.

All the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the Joint Venturers.

28.  
Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and delivered (a) personally; (b) by electronic mail; (c) by facsimile transmission; or (d) sent by United States Certified Mail, Return Receipt Requested, with postage prepaid, to the Joint Venturers at their respective addresses shown below. Either Joint Venturer may change its address upon Ten (10) days' written notice to the other Joint Venturer.

29.  
Dispute Resolution.

In the event a dispute should arise concerning the terms and conditions of the Agreement, the Joint Venturers shall agree to non-binding mediation before a neutral acceptable to both Joint Venturers. The mediation shall occur no later than thirty (30) days from the date upon which either Joint Venturer requests mediation.

The Joint Venturers shall equally share the mediator's fee for professional services.

In the event that the dispute is not resolved through mediation, then the Joint Venturers shall submit the claim(s) to binding, non-reviewable arbitration before a single arbitrator acceptable to both Joint Venturers. The arbitration shall occur no later than ninety (90) days from the date of mediation impasse.

The Joint Venturers agree to equally share the arbitrator's fee for professional services. If either Joint Venturer should move to vacate the arbitral award, such Joint Venturer shall exclusively incur the cost of arbitration, in addition to all reasonable attorneys' fees and costs which the non-moving Joint Venturer shall incur in any judicial proceeding arising therefrom.

30.  
Construction.

Words used in the singular number in this Agreement shall be held to include the plural, and *vice versa*, unless the context requires otherwise.

31.  
Waiver.

No course of dealing on the part of either Joint Venturer hereto or its agents, or any failure or delay by any such party with respect to exercising any right, power, or privilege of such party under this Agreement or any instrument referred to herein shall operate as a waiver thereof. Any single or partial exercise of any such right, power, or privilege shall not preclude any later exercise thereof or any exercise of any other right, power, or privilege hereunder.

32.  
Cumulative Rights.

The rights and remedies of either Joint Venturer under this Agreement and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative. The exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

33.  
Invalidity.

In the event 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 the other provisions of this Agreement.

34.  
Time of the Essence.

Time is of the essence of this Agreement.

35.  
Headings.

The headings used in this Agreement are for convenience and reference only and in no way define, limit, simplify, or describe the scope or intent of this Agreement, and in no way affect or constitute a part of this Agreement.

36.  
Multiple Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

37.  
Law Governing.

This Agreement shall be construed and governed by the laws of the State of New Jersey, and all obligations hereunder shall be deemed performable in Hudson County, New Jersey.

38.  
Perfection of Title.

Each of the Joint Venturers shall do all other acts and things that may be reasonably necessary or proper to evidence, complete, or perfect this Agreement, and to carry out the intent of this Agreement.

39.  
Entire Agreement.

This instrument contains the entire Agreement of the Joint Venturers and may only be amended by an instrument in writing signed by the Joint Venturer against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the Joint Venturers have executed this Agreement as of the date first written above.

HUDSON COUNTY COMMUNITY COLLEGE

By \_\_\_\_\_  
Christopher M. Reber, Ph.D.  
President

CASSANDRA CONSULTANTS, LLC

By \_\_\_\_\_  
Vivek S. Sahota  
Chief Executive Officer

Draft - For Internal Review Only

**ARTICULATION AGREEMENT**

**BETWEEN**

**HUDSON COUNTY COMMUNITY COLLEGE**

**&**

**LiUNA, NEW JERSEY CONSTRUCTION CRAFT  
LABORERS' APPRENTICESHIP PROGRAM  
(LiUNA NJCCLAP)**

**For**

**Academic Pathways in Construction Management**

**ARTICULATION AGREEMENT  
HUDSON COUNTY COMMUNITY COLLEGE &  
Construction Craft Laborer (LiUNA NJCCLAP)**

**I. Purpose and Goals**

The primary objective of this Agreement is to provide articulation with The LiUNA New Jersey Construction Craft Laborers' Apprenticeship Program (the "LiUNA NJCCLAP") and Hudson County Community College (the "College"), granting College credits for demonstrated academic proficiency in the study of Construction Management acquired by persons who have successfully completed the LiUNA NJCCLAP apprenticeship program.

The LiUNA NJCCLAP apprenticeship program has an extensive curriculum that is accredited by the US Department of Labor.

It is a two-year curriculum with core competencies that must be learned within each curriculum year. The two-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, labs, computer-based training, fieldwork and audiovisual materials. 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 two Proficiency Certificates:

**Proficiency Certificate in Construction Administration:** It is a 16-credit certificate program designed to prepare students for careers in the construction industry. The program includes courses specific to construction that include construction administration.

**Proficiency Certificate in Construction Technology:** It is a 16-credit certificate program designed to prepare students for careers in the construction industry. The program includes courses specific to construction that include technical skills.

Both Proficiency Certificates are transferable to the Academic Certificate and Associate of Applied Science (AAS) degree in Construction Management.

It is anticipated that the College credits awarded by this Agreement will inform and encourage graduates of the LiUNA NJCCLAP apprenticeship program, to pursue the educational and career advancement opportunities that matriculation at the College will provide and afford such persons the ability to expedite the successful completion of their degree requirements.

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**The Transfer Articulation Application Process and Procedures**

LiUNA NJCCLAP and Hudson County Community College (“College”) enter into this Articulation Agreement/MOU and agree as follows:

1. The LiUNA NJCCLAP can have articulation with the following two programs. For each program, apprentices will need to take two courses, as discussed below.

**i. Proficiency Certificate in Construction Administration:** It is composed of the following courses.

- *CNM 220 - Construction Codes (3 Credit)*
- *CNM 222 - Construction Project Management (4 Credit)*
- *CNM 225 - Cost Estimation (3 Credit)*
- *CNM 230 - Construction Project Planning and Control (3 Credit)*
- *EGS 101- Engineering Graphics (2 credits)*
- *CSS 100 – College Student Success 1 (1 credit)*

a. The apprenticeship program of LiUNA NJCCLAP partially covers the topics of CNM 220, CNM 222, and CNM 225. To get credit for these three courses, the apprentices will take a course (CEBUS-CS-1 - Construction Supervision) in HCCC’s School of Continuing Education and Workforce Development (CEWD), which will cover the missing material from CNM 220, CNM 222, and CNM 225. Students who pass the course in CEWD with a grade of C or better will receive credit for CNM 220, CNM 222, and CNM 225 as well as a Certificate in Construction Supervision from CEWD.

b. The apprenticeship program does not cover any significant material in **CNM 230**. Students will enroll in CNM 230, EGS 101 and CSS 100 at the college.

**ii. Proficiency Certificate in Construction Technology:** It is composed of the following courses.

- *CNM 120 - Introduction to Engineering Science and Calculation (4 Credit)*
- *CNM 202 - Construction Procedures, Material and Testing (4 Credit)*
- *CNM 205 - Surveying and Site Planning (3 Credit)*
- *CNM 201 - Introduction to Basic Structures (3 Credit)*
- *EGS 101- Engineering Graphics (2 credits)*

a. The apprenticeship program of LiUNA NJCCLAP partially covers the topics of CNM 120, CNM 202 and CNM 205. To get credit for these three courses, the apprentices will take a course (CEBUS-CS-2 – Construction Operations) in the HCCC Continuing Education and

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Workforce Development (CEWD) division, which will cover the missing material from CNM 120, CNM 202, and CNM 205. Students who pass the course in CEWD with a grade of C or better will receive credit for CNM 120, CNM 202, and CNM 205 as well as a Certificate in Construction Operations from CEWD.

- b. The apprenticeship program does not cover any significant material in **CNM 201**. Students will enroll in CNM 201 and EGS 101 at the college.
1. In order to receive course 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 Administration or Construction Technology program, and (c) present to the Registrar a notarized document entitled "Certificate of Completion", indicating graduation from the LiUNA NJCCLAP apprenticeship program.
2. The course 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.).
3. 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.
4. Transfer of credits earned at other institutions of higher education by examination or other assessment of prior learning shall adhere and be subject to HCCC's Transfer Policy.
5. No tuition or fees will be charged to any student for the credits earned by articulation pursuant to this Agreement i.e. (CNM 220, CNM 222, and CNM 225 for Construction Administration and CNM 120, CNM 202, and CNM 205 for Construction Technology). However, students will be charged for either of the two classes taken at HCCC with CEWD i.e. (CEBUS-CS-1 - Construction Supervision and CEBUS-CS-2 – Construction Operations) according to the prevailing per credit tuition rates of CEWD. Both of the CEBUS courses are of 4 credit each.
6. The courses taken at CEWD are not eligible for financial aid.
7. Appropriate members of the faculties of the College and representatives of LiUNA NJCCLAP will meet annually (if needed) to address areas of mutual concern, including but not limited to the sharing of recommendations regarding the content and



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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.

**II. Institutional Responsibilities**

LiUNA NJCCLAP and the College agree to promote the Articulation Program in appropriate publications and at recruitment and outreach activities.

1. LiUNA NJCCLAP 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. LiUNA NJCCLAP and the College agree to acknowledge and recognize the articulation programs on each institution's website and via other marketing and publicity methods.
2. LiUNA NJCCLAP 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.

**III. Agreement Review**

1. NJCCLAP 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, although either LiUNA NJCCLAP or HCCC 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 NJCCLAP and HCCC.
3. This agreement represents the entire agreement between LiUNA NJCCLAP 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.

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**IV. Term**

1. This Agreement will be immediately effective upon its signing by the appropriate parties and will be renewed after every three years.

**V. Miscellaneous**

This Agreement shall be governed by the laws of the State of New Jersey without regard to New Jersey's conflicts of laws rules or provisions. 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.

**VI. Approvals**

Intending to be bound, the parties execute this Agreement below by their authorized representatives.

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LiUNA NJCCLAP

**Hudson County Community College**

\_\_\_\_\_  
LiUNA NJCCLAP, Director of  
Apprenticeship

\_\_\_\_\_  
**President  
Hudson County Community College**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Vice President for Academic Affairs  
Hudson County Community College**

\_\_\_\_\_  
**Date**