



PASSAIC COUNTY COMMUNITY COLLEGE

Attached are the Board resolutions passed at the June 18, 2019 Board of Trustees meeting. If you have any questions, please call me.

STEVEN ROSE, Ed.D.
SECRETARY
BOARD OF TRUSTEES

BOARD OF TRUSTEES
PASSAIC COUNTY COMMUNITY COLLEGE
AGENDA
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At 7:00 p.m. Tuesday, June 18, 2019, the Board of Trustees of Passaic County Community College will hold a regular meeting. The meeting will take place in The Paterson Room, Passaic County Community College, One College Boulevard, Paterson, New Jersey. The public is invited to attend, per the Open Public Meetings Act, N.J.S.A. 10:4-6. In addition, the Board will meet in executive session to discuss such issues as are allowed pursuant to N.J.S.A. 10:4-12. A copy of the agenda and packet are available for public inspection.

CALL TO ORDER; ROLL CALL

CONSIDERATION OF MINUTES – May 21, 2019

PRESENTATION:

1. Scaling Up Community College Efforts for Student Success Project (SUCCESS)

REPORTS

- President
 - Significant Activities
 - News Articles
- Chairman

DISCUSSION AGENDA

A. ACADEMIC ITEMS

- MDRC Agreement for SUCCESS Project
- Articulation Agreements (Ramapo and William Paterson University (RN-BSN))

B. BUSINESS ITEMS

- Proposed FY2020 Tuition and Fees Schedule
- Purchases of Goods and Services

C. PERSONNEL ITEMS (Executive Session)

D. INDIVIDUAL RESOLUTION for former Trustee Deborah Ciambrone

EXECUTIVE SESSION

Discussion of personnel, contract negotiations, and matters protected by attorney-client privilege

BOARD OF TRUSTEES
PASSAIC COUNTY COMMUNITY COLLEGE
AGENDA
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PUBLIC HEARING

Proposed FY2020 Tuition and Fees Schedule

ACTION ITEMS - Consent Resolution

A. ACADEMIC ITEMS

MDRC Agreement for SUCCESS Project
Articulation Agreements (Ramapo and William Paterson University (RN-BSN))

B. BUSINESS ITEMS

Proposed FY2019 Tuition and Fees Schedule
Purchases of Goods and Services

C. PERSONNEL ITEMS

D. Individual Resolution for former Trustee Deborah Ciabrone

REMARKS: PUBLIC; TRUSTEES

ADJOURNMENT

**PASSAIC COUNTY COMMUNITY COLLEGE
ROLL CALL**

BOARD OF TRUSTEES	PRESENT	ABSENT
Alumni Rep Medina	X	
DuHaime	X	
Esquiche	X	
Marco	X	
Moody		X
Pou		X
Rodriguez		X
Smith	X	
Trivedi	X	
Tanis	X	
Nutter	X	

DATED: JUNE 18, 2019

The following are the minutes of the Board of Trustees of Passaic County Community College, One College Boulevard, Paterson, New Jersey, held on Tuesday, May 21, 2019.

CALL TO ORDER

President Rose stated that notice of the meeting was mailed to the Herald News, the Record, the Office of the County Clerk, and posted on the bulletin board of the College Boulevard building on November 14, 2018.

Chairman Nutter stated that inasmuch as adequate notice of the meeting had been given, the meeting was called to order at 7:07 p.m. A copy of the agenda was reviewed and available for public inspection.

ROLL CALL

Richard A. DuHaime*
Dennis Marco
Alonzo Moody
Taina Pou

Sharon C. Smith
Steven M. Rose, Secretary
Barbara Tanis, Vice Chairwoman
Harvey J. Nutter, Chairman

*Arrived at 7:11 p.m.

Absent

Alex Medina, Alumni Representative
Deborah Ciambrone
Yolanda Esquiche
Carlos Rodriguez
Ronak Trivedi

CONSIDERATION OF MINUTES – April 16, 2019

Chairman Nutter asked for a motion on Resolution #1 – Consideration of Minutes for April 16, 2019; moved by Trustee Moody; seconded by Trustee Marco. Upon roll call, Resolution #1 passed with all members present voting “yes.”

PRESENTATION – Phi Theta Kappa Year in Review

President Rose stated that every May, Phi Theta Kappa (PTK) presents to the Board all that they have accomplished in one year. He noted too that PCCC’s PTK has a national reputation! And the credit for such belongs to Professor Jennifer Gasparino, Assistant Professor, Human Services and PTK Advisor.

Professor Gasparino thanked President Rose for such a great introduction and then proceeded to explain what a wonderful year it truly has been. She also emphasized that for the second year in a row, another PTK graduate was elected as the Middle States Association Regional President, which was unprecedented.

The membership then introduced itself one-by-one while presenting each project they embraced and completed during the year. Professor Gasparino stated that one of the greatest accomplishments was having PCCC host the annual PTK conference in October 2018. Other noteworthy topics included the College Project and Honors in Action, to name a few.

Trustee Smith told the PTK eBoard members that they were a breath of fresh air, having worked for many years with young adults. She proudly displayed the medal each board member received when they were chosen for their dedication to the College and its students. Trustee Smith reminded them to continue their prowess and that failure was never an option! The members in unison thanked the Board for all its support.

REPORTS

President: President Rose stated he would be pleased to answer any questions the Board may have in reference to his activities.

Chairman: None

DISCUSSION AGENDA

The following items were approved for placement on the Action Items agenda:

A. ACADEMIC ITEMS

New Certificates of Achievement (Baking and Culinary Arts)

Dr. Jacqueline Kineavy, Senior Vice President for Academic and Student Affairs, presented the two new Certificates of Achievement, the first being a 16-credit Certificate of Baking, which leads as a stackable credential to the Career Certificate and A.A.S. in Pastry and Baking. She also mentioned that they are looking into a non-credit version of that program as well.

The second Certificate of Achievement was also a 16-credit credit degree in Culinary Arts, which was another stackable credential towards a Career Certificate and an A.A.S. degree

in Culinary Arts. Dr. Kineavy noted that talks are currently taking place with Passaic County Technical Institute to have its students continue their degree at the Wanaque Academic Center.

Carl D. Perkins Career and Technical Education Grant

President Rose stated that the New Jersey Department of Education requires Board approval every year for the College's submission.

B. BUSINESS ITEMS

Purchases of Goods and Services

President Rose stated he would be happy to answer any questions, but drew everyone's attention to Bid #19-13 – Avionics Trainer and Flight Simulator, which was being purchased with a grant from NASA. He noted it was a real flight simulator to train students on and it would be great to have!!

The following goods and services outlined below, which were obtained through a Fair and Open Process, in compliance with NJSA 19:44A-20.4et. seq. and NJSA 18A:64A-25 et al. are so noted and recommended. The Vice President for Finance and Administrative Services certifies funding was available.

- Information Technology Hardware (laptops and charging carts)
- Information Technology Hardware (Servers, storage equipment and associated hardware and support)
- Public Safety Equipment, Software and Services
- Advertising (Billboard Advertisement)
- Advertising (Electronic Media Advertisements)
- Advertising (Bus Advertisements)
- Magazine and Journal Subscriptions
- Consulting Services
- Student Assistant Program Services
- Bid 18-04 – Copier Equipment Maintenance
- Bid #19-13 – Avionics Trainers and Flight Simulator

C. PERSONNEL ITEMS

The Personnel items were pending the outcome of the Executive Session discussion.

EXECUTIVE SESSION

Chairman Nutter asked for a motion to go into executive session at 7:55 p.m.; moved by Trustee Marco; seconded by Trustee Tanis. Chairman Nutter stated that the Board would meet in Executive Session about twenty minutes to discuss personnel, contract matters, and matters protected by attorney-client privilege, and that no action would be taken in executive session. Upon roll call, the motion to go into executive session was approved by all members present voting “yes.”

ROLL CALL

Richard A. DuHaime
Dennis Marco
Alonzo Moody
Taina Pou

Sharon C. Smith
Steven M. Rose, Secretary
Barbara Tanis, Vice Chairwoman
Harvey J. Nutter, Chairman

Absent

Deborah Ciambrone
Yolanda Esquiche
Carlos Rodriguez
Ronak Trivedi

Chairman Nutter called the meeting to order at 8:07 p.m., stating that the Board met in Executive Session to discuss personnel, contract matters, and matters protected by attorney-client privilege, and that no action was taken in executive session.

ACTION ITEMS AGENDA – Consent Resolution

A. ACADEMIC ITEMS

The Certificate of Achievement in Baking, a sixteen (16) credit degree designed to instruct students in the basics in baking fundamentals.

The Certificate of Achievement in Culinary Arts, a sixteen (16) credit degree designed to instruct students in the basics in culinary fundamentals.

The submittal of the Carl D. Perkins Career and Technical Education Grant (New Jersey Department of Education) for its 2019-2020 one-year spending plan to the New Jersey Department of Education in the amount of \$770,584. The funds will be used to provide academic and support services in areas such as Health Information Management (HIM), Music Technology, Computer Information Systems (CIS), Electronic Engineering, Nursing,

Radiography, Early Childhood Education, Accounting, Hospitality Administration/Management, Culinary Arts, Pastry and Baking, Fire Science/Technology, Digital Media Production and Distribution, and Video Production.

B. BUSINESS ITEMS

Information Technology Hardware (Public Bid Exception per NJSA 18A:64A-25.5 a. (24) – at or below State Contract pricing) (Funding Source: FY-2019 Carl D. Perkins Career and Technical Education Grant Funds; \$56,460.46 Available)

Laptops and charging carts for academic use in Nursing academic program. Fulfillment Agent for NJ State Contract 89974.

PKA Technologies, Inc.
1 Executive Boulevard, Suite 101
Suffern, NY 10901

\$53,556.06
(Recommended Award)

Information Technology Hardware (Public Bid Exception per NJSA 18A:64A-25.5 a. (24) – at or below State Contract pricing) (Funding Source: FY-2020 College Capital Funds; \$896,910.84 Available)

Servers, storage equipment and associated hardware and support. Fulfillment Agent for NJ State Contract 89974.

PKA Technologies, Inc.
1 Executive Boulevard, Suite 101
Suffern, NY 10901

\$896,910.84
(Recommended Award)

Public Safety Equipment, Software and Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (19) – Goods or services for proprietary computer hardware, software, or systems) (Funding Source: FY-2020 College Operating Funds, \$40,000.00 Budgeted)

Preprinted ID cards and Mobile Readers with associated software and services. Expenditures contingent on future budget approvals.

Blackboard, Inc.
111 19th Street NW, 9th Floor
Washington, DC 20036

\$16,811.00
(Recommended Award)

Advertising (Billboard Advertisements) (Public Bid Exception per NJSA 18A:64A-25.5 a. (20) – Advertising) (Funding Source: FY-2020 College Operating Funds; \$213,000.00 Budgeted)

Estimated amount for FY-2020. Expenditures contingent on future budget approvals. Business Entity and Political Contribution disclosures required.

Outfront Media LLC
405 Lexington Avenue
New York, NY 10174

\$38,000.00
(Recommended Award)

Advertising (Electronic Media Advertisements) (Public Bid Exception per NJSA 18A:64A-25.5 a. (20) – Advertising) (Funding Source: FY-2020 College Operating Funds; \$213,000.00 Budgeted)
Estimated amount for FY-2020. Expenditures contingent on future budget approvals. Business Entity and Political Contribution disclosures required.

Cross Device Media Group **\$55,000.00**
16 South Street **(Recommended Award)**
Morristown, NJ 07960

Advertising (Bus Advertisements) (Public Bid Exception per NJSA 18A:64A-25.5 a. (20) – Advertising) (Funding Source: FY-2020 College Operating Funds; \$213,000.00 Budgeted)
Estimated amount FY-2020. Expenditures contingent on future budget approvals. Business Entity and Political Contribution disclosures required.

Intersection Media, LLC **\$25,000.00**
10 Hudson Yards, 26th Fl. **(Recommended Award)**
New York, NY 10001

Magazine and Journal Subscriptions (Public Bid Exception per NJSA 18A:64A-25.5 a. (6) – Library Materials and Services) (Funding Source: FY-2020 College Operating Funds; \$101,000.00 Budgeted)
Estimated amount for FY-2020. Expenditures contingent on future budget approvals. Business Entity and Political Contribution disclosures required.

EBSCO Industries, Inc. **\$35,000.00**
1163 Shrewsbury Ave., Suite E **(Recommended Award)**
Shrewsbury, NJ 07702

Consulting Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (15) – Consulting Services) (Funding Source: FY-2019 College Operating Funds; \$22,410.00 Available)
Information Technology consulting services. NJEdge Contract # 00278834.

Carahsoft Technology Group **\$22,410.00**
1860 Michael Faraday Drive, Suite 100 **(Recommended Award)**
Reston, VA 20190

Student Assistant Program Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (15) – Consulting Services) (Funding Source: FY-2020, 2021 and 2022 College Operating Funds; \$185,131.00 Budgeted for FY-2020)
Student Assistance Program services. Two year agreement. Expenditures contingent upon future budget approvals. Business Entity and Political Disclosure documents required.

ACI Enterprises dba ACI Specialty Benefits **\$104,300.00 (FY-2020)**

6480 Weathers Place, Suite 300
San Diego, CA 92121

\$125,160.00 (FY-2021)
\$20,860.00 (FY-2022)
(Recommended Award)

Bid 18-04 – Copier Equipment Maintenance

(Funding Source: FY-2019 College Operating Funds; \$7,004.58 Available)

Revised estimate for FY-2019 to reflect anticipated usage. Comprehensive maintenance of all College copy and print equipment.

Premier Digital Imaging LLC
d/b/a/ United Business Systems
302 Route 46 East
Fairfield, NJ 07004

\$6,000.00
(New total \$38,600.00)
(Recommended Award)

Bid 19-13 – Avionics Trainer and Flight Simulator

(Funding Source: FY-2019 National Aeronautics and Space Administration (NASA) Grant Funds; FY-2019 Pathways to STEM Grant Funds; \$84,620.96 Available)

Furnishing and installation of (1) Avionics Trainer and (1) Flight Simulator.

Redbird Flight Simulations
2301 East St. Elmo Road, Suite 100
Austin, TX 78744

\$63,352.00
(Recommended Amount)

MEMORANDUM OF UNDERSTANDING between City of Paterson, Passaic County Community College Foundation, and Passaic County Community College:

BE IT RESOLVED that the Board of Trustees of Passaic County Community College hereby approves the Memorandum of Understanding between City of Paterson, Passaic County Community College Foundation and Passaic County Community College regarding Taub Foundation Grant and City of Paterson: Bloomberg Implementation Assistance subject to changes as to form approved by General Counsel and authorizes the Chairman of the Board of Trustees and the College President to execute same.

C. PERSONNEL ITEMS

- I. Separations
- A: Bruce Best, Custodian
 - B: Harold Damato, Coordinator, CTE Pathways
 - C: Arthur Goon, Dean, Enrollment Management
 - D: Gregory Dacenko, Supervisor, Evening Operations
 - E: William Morrison, Associate Dean, Academic Affairs
 - F: Lisa Hines, Assistant Professor, ASL

- II. Appointments A: Rukshana Subhan, Interim Program Coord, CE
 B: Wayne Warrick, Faculty, Physics, Instructor Rank
 C: Patricia Aprile, Faculty, Nursing, Instructor Rank
 D: Sharon Goldstein, Interim Dean, Enrollment Management
- III. Reappointment of Faculty – 2019-2020
- IV. Administrators Association Collective Negotiations Agreement
- V. Part-Time Temporary Appointments

REMARKS:

Public: President Rose was pleased to announce that an historical agreement with the Administrators Association had been reached and what a pleasure it was working with Mr. Chris Mueller, President of the Administrators Association.

Mr. Mueller thanked President Rose for his continued support, as well as, his understanding as the administrators moves forward with the mission and goals of the College; it could only bring about a win-win situation. And he too thanked President Rose for the many hours they spent together.

Trustees: None

President Rose reminded everyone that Commencement was on Thursday, May 23 at 11:00 a.m. and 6:00 p.m.

ADJOURNMENT

Chairman Nutter asked for a motion to adjourn the meeting at 8:10 p.m.; moved by Trustee Marco; seconded by Trustee Tanis. Upon roll call, the motion to adjourn the meeting passed unanimously with all members present voting “yes.”

PASSAIC COUNTY COMMUNITY COLLEGE
Resolution #1 – CONSIDERATION OF MINUTES

Offered by MARCO Seconded by TANIS

Board of Trustees	Yes	No	Abstain	Absent
DuHaime	X			
Esquiche	X			
Marco	X			
Moody				X
Pou				X
Rodriguez				X
Smith	X			
Trivedi			X	
Tanis	X			
Nutter	X			

CONSIDERATION OF MINUTES

BE IT RESOLVED that the Board of Trustees of Passaic County Community College hereby approves the minutes of the May 21, 2019 Board of Trustees meetings, as presented.

DATED: JUNE 18, 2019

**PASSAIC COUNTY COMMUNITY COLLEGE
EXECUTIVE SESSION**

Offered by TRIVEDI Seconded by SMITH

BOARD OF TRUSTEES	PRESENT	ABSENT
DuHaime	X	
Esquiche	X	
Marco	X	
Moody		X
Pou		X
Rodriguez		X
Smith	X	
Trivedi	X	
Tanis	X	
Nutter	X	

The material for Executive Session will be provided under separate cover.

DATED: JUNE 18, 2019

**PASSAIC COUNTY COMMUNITY COLLEGE
EXECUTIVE SESSION**

Offered by TRIVEDI Seconded by SMITH

BOARD OF TRUSTEES	PRESENT	ABSENT
DuHaime	X	
Esquiche	X	
Marco	X	
Moody		X
Pou		X
Rodriguez		X
Smith	X	
Trivedi	X	
Tanis	X	
Nutter	X	

The material for Executive Session will be provided under separate cover.

DATED: JUNE 18, 2019

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #2-CONSENT RESOLUTION – ACTION ITEMS A, B, C, and D

Offered by TANIS Seconded by TRIVEDI

Board of Trustees	Yes	No	Abstain	Absent
DuHaime	X			
Esquiche	X			
Marco	X			
Moody				X
Pou				X
Rodriguez				X
Smith	X			
Trivedi	X			
Tanis	X			
Nutter	X			

BE IT RESOLVED that the Board of Trustees of Passaic County Community College, upon the recommendation of the President, hereby approves the following actions:

A. ACADEMIC ITEMS

The MDRC Project

The MDRC Project (Scaling Up Community College Efforts for Student Success (**SUCCESS**)) as outlined and discussed in the attached document to build financially viable, highly effective programs that dramatically increase three-year graduation rates.

Articulation Agreements

The Articulation Agreement with Ramapo College of New Jersey for an RN to BSN degree permitting graduates of the PCCC and/or joint PCCC-SCCC A.A.S in the Nurse Education program to transfer ninety-two (92) credits prior to transferring to Ramapo College where they would need to earn only an additional thirty-six (36) credits to be eligible for a B.S.N. degree.

The Articulation Agreement with William Paterson University of New Jersey for an RN to BSN degree permitting graduates of the PCCC and/or PCCC-SCCC A.A.S in the Nurse Education program to transfer ninety (90) credits prior to transferring to William Paterson University where they would need to earn only an additional thirty (30) credits to be eligible for a B.S.N. degree.

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #2-CONSENT RESOLUTION – ACTION ITEMS A, B, C, and D

B. BUSINESS ITEMS

The Proposed FY2020 Tuition and Fees Schedule, as presented and outlined in the attachment.

Purchases of Goods and Services

The following goods and services outlined below, which were obtained through a Fair and Open Process, in compliance with NJSA 19:44A-20.4et. seq. and NJSA 18A:64A-25 et al. are so noted and recommended. The Vice President for Finance and Administrative Services certifies funding is available.

Information Technology Services (Public Bid Exception per NJSA 18A:64A-25.5 b. – Purchase from Governmental Board, Body, Agency or Authority) (Funding Source: FY-2020 College Operating Funds; \$728,100.00 Budgeted)
Internet service costs and annual membership dues for FY-2020.

NJEdge **\$135,060.00**
218 Central Avenue, Suite 3420 **(Recommended Award)**
Newark, NJ 07102

Information Technology Services (Public Bid Exception per NJSA 18A:64A-25.5 b. – Purchase from Governmental Board, Body, Agency or Authority) (Funding Source: FY-2020 College Operating Funds; \$268,500.00 Budgeted)
VMware support services. NJEdge Contract # 00278834.

Carahsoft Technology Corp **\$74,925.00**
1860 Michael Faraday Drive, Suite 100 **(Recommended Award)**
Reston, VA 20190

Information Technology Hardware Maintenance and Support (Public Bid Exception per NJSA 18A:64A-25.5 a. (24) – at or below State Contract pricing) (Funding Source: FY-2020 College Operating Funds \$268,500.00 Budgeted)
Annual maintenance and support services for routers, firewalls and network switches for FY-2020. Fulfillment Agent for NJ State Contract # 87720.

Aspire Technology Partners **\$34,924.43**
25 James Way **(Recommended Award)**
Eatontown, NJ 07724

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #2-CONSENT RESOLUTION – ACTION ITEMS A, B, C, and D

Information Technology Hardware Maintenance and Support (Public Bid Exception per NJSA 18A:64A-25.5 a. (19) – Goods or Services for proprietary computer hardware, software, or systems) (Funding Source: FY-2020 College Operating Funds; \$268,500.00 Budgeted)
Maintenance and support for *Nutanix* Virtual Computing Platform hardware. 20-month agreement. FY-2021 expenditures contingent upon future budget approvals.

PBG Networks **\$14,954.45 (FY-2020)**
259-A East Browning Road **\$ 9,969.63 (FY-2021)**
Bellmawr, NJ 08031 **(Recommended Award)**

Dental Insurance (Employee Dental Insurance Program) (Public Bid Exception per NJSA 18A:64A-25.5 a. (11) – Insurance) (Funding Source: FY-2019 College Operating Funds; \$42,748.63 Available)
Increase to estimated amount for FY-2019. Due to the timing of contract implementation, some FY-2018 costs were paid in FY-2019 and accrued to FY-2018.

Delta Dental of New Jersey **\$42,748.63**
PO Box 222 **(New Total: \$329,269.26)**
Parsippany, NJ 07054 **(Recommended Award)**

Food Supplies (Cafeteria/Food Service) (Public Bid Exception per NJSA 18A:64A-25.5 a. (7) – Food Supplies and Services) (Funding Source: FY-2020 College Operating Funds; \$236,000.00 Budgeted)
Estimated amounts for FY-2020. Business Entity & Political Contribution disclosures required.

Imperial Bag & Paper Co., LLC **\$26,000.00**
255 Route 1 and 9 **(Recommended Award)**
Jersey City, NJ 07306

Performance Food Group **\$132,000.00**
1 Ikea Drive **(Recommended Award)**
Elizabeth, NJ 07207

Cardinal Foods, LLC **\$25,000.00**
505B Jefferson Ave. **(Recommended Award)**
Secaucus, NJ 07094

Postage (Public Bid Exception per NJSA 18A:64A-25.5 b. – Purchase from government board, body, agency or authority) (Funding Source: FY-2020 College Operating Funds and Grant Funds)

Postage services. Estimated amounts FY-2020.

United States Postal Service **\$95,000.00**

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #2-CONSENT RESOLUTION – ACTION ITEMS A, B, C, and D

PO Box 7274
Philadelphia, PA 19170 (Recommended Amount)

United States Postmaster
194 Ward Street
Paterson, NJ 07509 \$35,000.00
(Recommended Amount)

Consulting Services (Public Bid Exception per NJSA 18A:64A- 25.5 a. (15) – Professional Consulting Services) (Funding Source: FY-2019 NJB2B Grant Funds; \$30,000.00 Available)
External evaluator services for New Jersey Bridges to Baccalaureate (NJB2B) Grant. Previously solicited in RFP 19-11 but not awarded as all proposals received exceeded the College’s budget for this service (proposals of \$45,000 and \$199,962 received; budget of \$30,000).

Sagefox Consulting Group
30 Boltwood Walk
Amherst, MA 01002 \$10,000.00 (FY-2019)
\$10,000.00 (FY-2020)
\$10,000.00 (FY-2021)
(Recommended Award)

Online Tutoring Services (Public Bid Exception per NJSA 18A:64A- 25.5 a. (15) – Professional Consulting Services) (Funding Source: FY-2020 College Operating Funds; \$206,040.00 Available)
Online tutoring services for students. Fixed license fee and cost-per-service for services. Not-to-exceed amount.

Tutor.com, Inc.
110 East 42nd Street, 7th Floor
New York, NY 10017 \$206,040.00
(Recommended Award)

Request for Proposal 19-09 Online Admissions Software (Below Public Bid threshold)
(Funding Source: FY-2020 College Operating Funds; \$30,000.00 Budgeted)
Estimated amount FY-2020. Year two of two-year agreement.

Fire Engine Red
P.O. Box 1017
Havertown, PA 19083 \$30,000.00
(Recommended Award)

Request for Proposal 19-14 – Digital Radiology Flat Panel Detector (Below Bid Threshold)
(Funding Source: FY-2019 College Capital Funds; \$37,802.34 Available)
Flat Panel Detector and associated systems; add-on to existing Digital Radiography equipment.

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #2-CONSENT RESOLUTION – ACTION ITEMS A, B, C, and D

Jefferson Medical and Imaging, Inc. **\$24,975.74**
5470 Berkshire Valley Road **(Recommended Award)**
Oak Ridge, NJ 07438

Hunterdon County Educational Services Commission (HCESC) Bid # 196 – Office Supplies
(Funding Source: FY-2020 College Operating Funds)
Estimated amount for FY-2020. Office supplies and related materials. New Jersey State
Approved Cooperative Pricing System. New Jersey Co-op #34HUNCCP.

Staples Advantage **\$80,000.00**
163 Madison Avenue **(Recommended Award)**
Morristown, NJ 07960

Bid 19-14 - Paper-Copier, Fine
(Funding Source: FY-2020 College Operating Funds)
Estimated amount for FY-2020. Pricing is cost-per-product.

Paper Mart, Inc. **\$72,018.81**
151 Ridgedale Avenue **(Recommended Award)**
East Hanover, NJ 07936

C. PERSONNEL ITEMS

- I. Separations
 - A: Margaret Covre, Nurse Education Faculty
 - B: Mark Hillringhouse, English Faculty
 - C: Christine Luftglass, Teacher, CDC

- II. Appointments
 - A: Yanelly Maldonado, Enrichment Specialist, EOF
 - B: Charles Moncrief, Custodian, Facilities
 - C: Candidate withdrew
 - D: Allison Babinski, Domestic Violence Project Coordinator
 - E: Dawn Norman, Assistant Dean, Advisement and Retention
 - F: Nancy Silvestro, Executive Director, Center for Teaching and Learning
 - G: Deirdre Nance, Coordinator, Tutoring Services and Pathway
 - H: Janice Zelikoff, Staff Assistant, Student Affairs
 - I: Lydia Soto, Staff Assistant, Public Safety Academy
 - J: Susan Balik, Director, Cultural Affairs & Poetry Center
 - K: Anna Maria Keegan, Assistant to the Vice President for Finance and Administrative Services

- III. Grant Support Staff Reappointment and Salary, FY 2019-2020

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #2-CONSENT RESOLUTION – ACTION ITEMS A, B, C, and D

- IV. Exempt Support Staff Salaries, FY 2019-2020
- V. Exempt Administrator Salaries, FY 2019-2020
- VI. Grant Administrator Reappointments, FY 2019-2020
- VII. Grant Administrator Salaries, FY 2019-2020
- VIII. Appointment of Child Development Center Grant Employees, FY 2019-2020
- IX. Faculty Promotions:
 - Michael D’Arcangelo, Human Services, to Professor
 - Lucia Gheorghiu, Business, to Professor
 - Marcin Baranowski, Science, to Associate Professor
 - Heather Griffiths, Nurse Education, to Associate Professor
 - Kristina Fleming, Math, to Associate Professor
- X. Coach Salaries/Stipends, FY 2019-2020
- XI. Support Staff Association Collective Negotiations Agreement
- XII. Part-time/Temporary Appointments

D. INDIVIDUAL RESOLUTION for former Trustee Deborah Ciabrone.

BOARD OF DIRECTORS

Mary Jo Bane
Chair

Robert Solow
Chairman Emeritus

Rudolph G. Penner
Treasurer

Robert E. Denham

Ron Haskins

James H. Johnson, Jr.

Lawrence F. Katz

Bridget Terry Long

Josh B. McGee

Richard J. Murnane

Jan Nicholson

Michael Roster

Cecilia E. Rouse

Isabel V. Sawhill

Gordon L. Berlin

President

May 16, 2019

Dr. Jacqueline Kineavy
Passaic County Community College
1 College Blvd, Paterson, NJ 07505

Re: Passaic County Community College Agreement for SUCCESS Project

Dear Dr. Kineavy:

Welcome to the Scaling Up Community College Efforts for Student Success project (“SUCCESS,” or the “Project”)! MDRC, a nonprofit research organization, was awarded funding from a private foundation to develop a SUCCESS program at your institution and to study the impact of that program. The goal of SUCCESS is to increase low-income community college students’ graduation rates and reduce achievement gaps.

MDRC is enthusiastic about working with Passaic County Community College (the “Site”) on SUCCESS. This document, which includes Exhibit A (Scope of Work) and Exhibit B (Data Sharing Agreement), constitutes the full agreement (the “Agreement”) setting forth the respective roles and responsibilities of the Site and MDRC for our work together to collaborate on SUCCESS. By signing this document, Passaic County Community College commits the participation of its staff and resources.

1. Term.

Unless otherwise terminated in accordance with this Agreement, the term of this Agreement is from the date Site signs below through December 31, 2024 (the “Term”).

2. Scope of Work and Data Sharing Agreement.

Site has agreed to be MDRC’s partner in the Project in accordance with the roles and responsibilities set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein. Site also has agreed to provide data according to the terms outlined in the Data Sharing Agreement, attached hereto as Exhibit B. The Site is responsible for providing complete and satisfactory performance of this Agreement, in accordance with the roles and responsibilities set forth in the Scope of Work and Data Sharing Agreement. The determination of satisfactory performance shall be made by MDRC, in its reasonable judgment, in consultation with Site.

3. Site Payment.

To offset costs related to the successful completion of the Project, Site will receive payment under the specific terms outlined in the Scope of Work (Section: “Funding for SUCCESS Operations”).

4. Personnel.

- a. Key Personnel. The following individuals shall serve as the primary points of contact connection with the completion of the Scope of Work for the Project:

At MDRC: Alyssa Ratledge and Andrea Vasquez

At Site:

Jacqueline Kineavy,
Senior Vice President for Academic and Student Affairs
Passaic County Community College

- b. Unavailability of Key Personnel at Site. Whenever key personnel at the Site become unavailable for assignment under this Agreement, or unable to commit the level of effort required without substantial deviation (more than 10 percent), Site shall notify MDRC at least thirty (30) days in advance, or as soon as possible. Site shall provide MDRC with written justification (including background information) of any proposed substitution.

5. Publicity.

Site shall provide MDRC, via written notice, with advance notice and copies of any Project-related materials prepared for marketing, publicity, or presentation purposes. MDRC will review these materials and provide Site with any comments and written approval to use the materials in a timely fashion. All written descriptions of the SUCCESS program and the Project at Site should include the MDRC logo and a note that the Site is a member of the MDRC SUCCESS Network.

6. Program Information and Research Information/Rights in Data.

a. Program Information.

i. Definition. MDRC considers all data and records within Site's custody that are collected and used in the ordinary course of business to be "Program Information."

ii. Ownership. Site shall retain ownership of all Program Information at all times and may use Program Information as it wishes.

b. Research Information. There are two types of Research Information:

i. All data compiled or collected by MDRC and Site specifically for the Project (i.e., information that is not collected and used in the ordinary course of business) are Research Information, whether such data are in Site's custody or MDRC's. Research Information also includes all SUCCESS-related research documents, findings, and instruments.

ii. MDRC considers that when Site's copies of Program Information are transferred to MDRC for research purposes, in accordance with this Agreement, those copies become Research Information and will be protected by MDRC as described below.

7. Confidentiality.

a. MDRC's Confidentiality Pledge. MDRC shall keep all Research Information in the strictest confidence, only making it available to MDRC personnel and members of the Research Team with a need to access it. MDRC will comply with all applicable confidentiality and privacy laws and rules, including the Family Educational Rights and Privacy Act (FERPA), and shall cause its employees, consultants, and subcontractors and subcontractors' employees and consultants to so comply. No personally identifiable data will be referred to in any report without the permission of the person involved. MDRC must comply with the requirements, if any, of MDRC's Institutional Review Board ("IRB") and submit to the IRB all materials required for continuing IRB oversight.

b. Site's Confidentiality Pledge. Site may not divulge or disseminate to any third party any Research Information that becomes known to it during performance of this Agreement and/or which is in its custody. Site will keep all Research Information that contains personal identification information (e.g., contact information, Social Security Numbers), if any, confidential and secure by storing it in a locked cabinet or file until it is sent to MDRC. Use of or disclosure to any third party of any Research Information is a breach of the terms of this Agreement. If Site has any reason to believe that there has been a breach of confidentiality of Research Information, whether through deliberate or inadvertent disclosure, Site will notify MDRC within 24 hours of the discovery of the breach or possible breach. Upon completion of this Agreement, Site will request and then comply with written instructions from MDRC regarding the disposition of any Research Information. Program Information is subject to the confidentiality and privacy laws and rules applicable to Site. Anything in this Agreement to the contrary notwithstanding, when and to the extent that Project materials are made public by MDRC, Site shall have the same rights as the general public to utilize any such materials, including the right to make fair use of copyrighted materials.

c. Survival of Confidentiality Provisions. The provisions in this Agreement regarding confidentiality will continue to bind Site when the Agreement is completed or otherwise terminated.

8. Proprietary Information.

a. Performance of this Agreement may require Site to access and use data and information proprietary to MDRC (including its subcontractors) which is of such a nature that its dissemination or use, other than in performance of this Agreement,

will be adverse to the interest to the MDRC (“Proprietary Information”). Site understands that the Proprietary Information disclosed pursuant to this Agreement derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by, other persons who can obtain economic value from its disclosure or use.

b. Project-related materials shall not be deemed Proprietary Information only to the extent that their use is required to fulfill this Agreement and Scope of Work, including scaling up efforts.

c. Notwithstanding any other provision in this Agreement, MDRC shall clearly mark Proprietary Information as such at the time of disclosure. When such marking is not possible, MDRC shall provide verbal notice to Site at the time of disclosure.

d. Except as permitted under this Agreement, Site (which includes Site’s employees, independent contractors, and agents) agrees not to divulge, reproduce, or release Proprietary Information in any form to any third party, either during or after the term of this Agreement, until made public by MDRC. Site shall not use, disclose, or reproduce Proprietary Information, other than as required in the performance of this Agreement. Nothing herein shall preclude the use of any data and information and independently acquired by Site without such limitations.

c. Site agrees that it will protect MDRC’s Proprietary Information in the same manner as it protects its own Proprietary Information of a similar nature. Disclosure of MDRC’s Proprietary Information within Site’s organization shall be restricted to those individuals who are directly participating in performance under this Agreement.

d. The foregoing terms and conditions regarding Proprietary Information shall survive the termination of this Agreement and shall remain in effect for three (3) years thereafter.

9. Notice.

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered; if sent by certified mail, return receipt requested, and postage prepaid; or if sent by national recognized courier, signature delivery required, addressed as follows:

If to MDRC:

Jesús M. Amadeo
Senior Vice President
MDRC
200 Vesey Street
New York, NY 10218

If to Site:

Jacqueline Kineavy,
Senior Vice President for Academic and Student Affairs
Passaic County Community College1 College Blvd, Paterson, NJ 07505

10. Insurance.

During the Term, Site shall maintain all appropriate insurance for its organization and its insurance policies shall be placed with suitably-licensed carriers with appropriate ratings. MDRC will provide all appropriate insurance for its work on the Project.

11. Mutual Indemnification.

Each party shall defend, indemnify, and hold harmless the other party and its officers, employees, and agents from any and all claims, judgments, or liabilities to which they might be subject because of any act, error, omission, mistake, negligence, or misconduct of the other party, or the other party's employees, agents, representatives, or subcontractors in connection with this Agreement; provided, however, that nothing in this provision will impose any liability on one party for the acts, errors, omissions, mistakes, negligence, or misconduct of the other party, or the other party's officers, employees, and agents, representatives, or subcontractors.

12. Equal Opportunity/Non-Discrimination.

Parties shall comply with all applicable federal, state, and local civil rights and non-discrimination laws, rules, and executive orders.

13. Liability.

Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents, and employees in the performance or failure to perform under this Agreement.

Each party agrees to be responsible for any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of the damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of its performance or failure to perform pursuant to the terms of this Agreement.

14. Termination.

MDRC is expecting to enjoy a mutually beneficial relationship with Site during the Project. Both parties are committing to involvement for the entire period. If, however, circumstances make either party's continued participation in the Project infeasible, that party will provide the other with immediate written notice and the opportunity to try to resolve the matter.

We look forward to working with you. Thank you, and please sign below to signal your agreement.

Sincerely,

Jesús M. Amadeo
Senior Vice President

Acknowledged and Agreed to:
Passaic County Community College

Jacqueline Kineavy Date
Senior Vice President for Academic and Student Affairs

Exhibit A: SUCCESS Scope of Work

BACKGROUND

The following document describes work to be undertaken by MDRC and Passaic County Community College for the Scaling Up Community College Efforts for Student Success (SUCCESS) Demonstration. The goal of SUCCESS is to build financially viable, highly effective programs that dramatically increase three-year graduation rates. MDRC has designed the SUCCESS model to combine the most effective elements from interventions proven effective in past rigorous research. MDRC and each participating college will partner to design a program based on this model that works for the local context, student population, and college resources, with a goal of creating a program that improves academic outcomes and is financially sustainable.

MDRC expects that the demonstration will utilize a random assignment design at Passaic County Community College to evaluate the impact of the program on students' academic outcomes. The evaluation will assess three main components: impacts on academic outcomes (e.g., progress and completion), implementation (e.g., fidelity to the model), and cost effectiveness. The specific questions the project¹ seeks to answer are:

1. **Implementation:** How do each of the colleges operationalize the SUCCESS model? What were the services delivered (their content, quality, quantity, and conveyance)? To what extent do SUCCESS colleges adhere to the planned model? How do the planned program services compare to those actually made available to the program group?
2. **Impact:** What is the overall effect of SUCCESS on academic performance?
3. **Cost:** What is the cost of the SUCCESS model and is it cost-effective?

The project will run from 2019 through 2024. Colleges commit to participating for five years (the duration of program services for all study cohorts).

- By April 2019, the SUCCESS team at MDRC and the college will complete the college's Action Plan (program model and implementation plan), and technical assistance will begin.
- In April through July 2019, colleges will partner with the SUCCESS team at MDRC to design program components and get ready for the launch
- In June and July 2019, student recruitment will begin
- In August 2019, the program will launch with its pilot (non-study) cohort with 60 or more students
- In spring 2020, random assignment will begin for the first study cohort
- In fall 2020, the program will serve its first study cohort with 150 or more program group students and 150 or more standard group students

¹ We use "project" and "study" interchangeably to refer to the same research evaluation.

- In fall 2021, the program will serve its second study cohort with 150 or more program group students and 150 or more standard group students

ROLES AND RESPONSIBILITIES OF Passaic County Community College and MDRC

Passaic County Community College and MDRC agree to the following:

1) Components of the SUCCESS Demonstration related to program design and implementation

a. Developing Passaic County Community College SUCCESS program: The MDRC team will collaborate with the college's primary point person and other staff as appropriate to develop plans for the college's SUCCESS program, which will start with a pilot cohort in fall 2019. The MDRC team will provide in-depth guidance related to program design, with the goal of developing a program that adheres to the evidence-based core components of the SUCCESS model and meets the unique needs and context of the college.

The program will include the following components in accordance with the SUCCESS model:

- Coaches, supervised by a dedicated SUCCESS Program Director/Coordinator, who reach out proactively and meet frequently with the most at-risk students;
- Financial incentives that encourage students to meet with coaches and satisfy other program requirements;
- Serving students in the SUCCESS program for up to three years, with a requirement for students to enroll full-time or meet other credit accumulation benchmarks;
- Use of a robust management information system that provides real-time data that staff can use to support efficient program management and to drive continuous program improvement; and
- A commitment to program affordability and sustainability that is realized in part by leveraging and consolidating existing resources, as well as seeking new resources.

Students who meet the following criteria will be eligible for the program:

- Degree- or certificate-seeking students
- Low-income students
- Students taking at least one class in the main campus
- Students not already in EOF or STEM support programs
- Willing to enroll full-time or at a full-time pace throughout the academic year (i.e., pursuing 24 credits per academic year)

Any changes to the above model or eligibility criteria during the study period must be agreed upon by Passaic County Community College and MDRC. The program should serve each cohort

of students for three years – in other words, fall 2019 students will be served in the 2019-20, 2020-21, and 2021-22 school years; fall 2020 students will be served in the 2020-2021, 2021-2022, and 2022-2023 school years, and so on.

MDRC will provide ongoing technical assistance in the development and implementation of the program.

b. Using a Management Information System (MIS) to track student participation: MDRC will partner with the college to develop or adapt a currently existing Management Information System (MIS) or equivalent software, which will be used by program staff to track program activity data and drive continuous improvement. Data tracked will include program participation (e.g., meetings with coaches), completion of milestones (e.g., FAFSA completion), and academic progress (e.g., credit accumulation). The list of data elements included in the Agreement and Data Sharing Requirements (Exhibit B) is inclusive of the elements that will be tracked in the MIS. MDRC will cover the costs of licenses for the Microsoft Dynamics CRM for the five-year study period for 1 program director/coordinator, 1 IT person, and up to 5 program coaches as needed.

Throughout the project, MDRC will provide data management technical assistance to program staff, with the goal of ensuring that the MIS is used properly and efficiently, and to support program staff in continuous improvement efforts. MDRC and the SUCCESS Program Director/Coordinator will work together to review data with a goal of continuous improvement of the program.

c. Participating in sustainability and scaling planning and developing a scale-up plan: Passaic County Community College will participate in meetings and activities related to the sustainability and scaling of the program, including but not limited to meetings with other participating colleges and state agencies to discuss long-term funding, sustainable funding streams, and scaling plans. Passaic County Community College will ensure that the CFO or equivalent position participates in these conversations. MDRC will ensure that these conversations bring in the right stakeholders to support college staff and will also provide technical assistance related to cost and Return On Investment projections. Passaic County Community College will work with MDRC to draft a scale-up plan that outlines plans for growing the SUCCESS program beyond the fall 2021 cohort. Scale-up plans will focus on enrolling 3 additional cohorts (fall 2022, fall 2023, and fall 2024), and will lay out projected cohort sizes, plans for hiring/training up additional staff, budget estimates, and plans for covering costs. Passaic County Community College will make reasonable efforts to implement the scale-up plans.

d. Funding for SUCCESS Operations: During the study period, Passaic County Community College is committed to providing sufficient funding to operate the SUCCESS program successfully. MDRC will pass through \$120,000 in philanthropic funding during the first two years of the project as follows:

Activity	Amount	Payment Date
1. Signing of MOU	\$50,000	Within 30 days of signed MOU
1. Launch of random assignment for fall 2020 cohort 2. Progress report to MDRC due 6/30/2020	\$50,000	July 31, 2020
1. Launch of random assignment for fall 2021 cohort 2. Scale-up plan due 6/30/2021 3. Progress report to MDRC due 6/30/2021	\$20,000	July 31, 2021

The philanthropic funding may cover any program costs incurred by the college for the operation of the program, such as staff salaries for program-dedicated staff or purchasing financial incentives. The funds must be used for the program and MDRC will request an annual budget report during the first two years of the project delineating the spending of these dollars.

The college and MDRC are aware that the philanthropic funding will not cover the full costs of the program. The college agrees to contribute to program costs (through in-kind commitment, reallocation of internal resources and/or raising external funds) to support the remaining costs of the program.

The table below shows the program costs for the first three cohorts of the program (spanning 5 years of program delivery). This represents the minimum commitment for this grant (serving three cohorts of students), but it is our expectation that the program will be sustained and scaled up beyond the grant period, if warranted by the research findings. Appendix Y includes a detailed 5-year budget, including projected costs for including additional cohorts of students in years 4 and 5.

Committed Budget for Serving Three Cohorts of Students During Years 1-5	Year 1	Year 2	Year 3	Year 4	Year 5	Total
MDRC Supports	\$50,000	\$50,000	\$20,000	\$0	\$0	\$120,000
College Supports	\$33,870	\$141,280	\$222,730	\$191,700	\$134,300	\$723,880
Total	\$83,870	\$191,280	\$242,730	\$191,700	\$134,300	\$843,880

Beyond the study period, MDRC and the college are committed to developing a sustainability plan that the college can use to sustain and scale the program, if warranted by the research findings. MDRC will convene meetings to create a sustainability plan including other state organizations, agencies, and stakeholders to assist the college.

2) Components of the SUCCESS Demonstration related to staffing, collaboration, and project management

a. Staffing: The college will provide adequate staffing for the SUCCESS program to conduct program operations and the research activities described above and within this Agreement. MDRC will provide a dedicated study team liaison to collaborate with the college throughout the project.

The SUCCESS program's staffing levels laid out in this section are expected to continue throughout the life of the study. Schools must notify MDRC about changes in staffing, and changes to staffing levels must be agreed upon with MDRC. MDRC must notify schools about changes to the MDRC team.

Key SUCCESS program staff includes the following:

- **SUCCESS Program Director/Coordinator:**
 - Will oversee the operation of the entire SUCCESS program, supervise all SUCCESS staff, and ensure fidelity to the SUCCESS program model.
 - Will participate in regular calls with MDRC and update MDRC on important changes or events.
 - This position may begin at 0.5 FTE in the pilot year and grow to 1.0 FTE over time.
- **SUCCESS Coaches:**
 - Will meet with students regularly, provide holistic coaching to students, log students' visits into the MIS, and assist with recruitment and program operations as needed.
 - A sufficient number of coaches must be assigned and/or hired for the SUCCESS program to ensure a full-time coach-student ratio of 1:150 or better during the study, ideally starting with a ratio of 1:125 in the Pilot year. Coaches are expected to be full-time (1:150 ratio or better) or part-time hires, ideally exclusively dedicated to the SUCCESS project. If a full-time staff member is going to provide SUCCESS coaching for a partial caseload, they must have a sufficient amount of time dedicated to fully support their caseload. For example, for a 1:75 caseload, the staff member must dedicate at least 20 hours per week of their time to SUCCESS coaching. MDRC strongly prefers for SUCCESS coaches to be exclusively dedicated to the SUCCESS program.
- **Senior Project Advisor:**
 - Will supervise the SUCCESS Program Director/Coordinator, monitor program operations, and report on the program to other senior leadership. This is not expected to be a full-time SUCCESS role and is instead intended to provide

oversight and accountability for the SUCCESS staff, and to provide a point of connection to the college's senior administrators for the MDRC team.

- Institutional Research Contact/Data Liaison: *Justin Hull*
 - Will oversee data sharing with MDRC including semiannual data submissions (see data sharing agreement Exhibit B).

b. Collaborating with MDRC: SUCCESS program staff will participate in regular planning, management, and check-in meetings with MDRC to refine various aspects of the research operations, to verify progress at the college, and to address any issues that may arise.

Separate from these check-in meetings, program staff will participate in technical assistance activities as needed. This may include in-person meetings, phone calls, and webinars, and may be led by MDRC staff or by partners/consultants identified by MDRC who are qualified to provide technical assistance on particular elements of the SUCCESS model.

MDRC will also hold trainings on the study and random assignment, including an on-campus, in-person training on how to conduct study intake and other research procedures.

Passaic County Community College will ensure that MDRC has access, via the SUCCESS Program Director/Coordinator, to conduct periodic assessments of practices and procedures at Passaic County Community College as they relate to the administration of the SUCCESS program and to the recruitment and enrollment of students into the sample. These assessments may include observations of the research and program operations, as well as meetings with staff and access to preliminary data. If necessary, MDRC will provide specific recommendations on how to improve research procedures. Passaic County Community College agrees to be responsive to these recommendations and to work collaboratively with MDRC to resolve any research issues identified.

The SUCCESS Program Director/Coordinator will be available to MDRC to answer reasonable operational and research questions about program operation and their professional duties through 2023 and/or designate colleagues responsible for answering MDRC's operational and research questions at his/her discretion.

c. Collaborating with other colleges participating in the SUCCESS Demonstration: Attend convenings several times a year (roughly quarterly) with fellow SUCCESS colleges and state-level stakeholders to discuss progress and lessons learned, and to collaboratively discuss strategies for sustainability and scaling. MDRC will also offer periodic trainings and meetings across the multiple states in the Demonstration to share findings, successes, and challenges.

3) Components of the SUCCESS Demonstration related to research

a. Participating in random assignment for two study cohorts in fall 2020 and fall 2021: In spring 2020, Passaic County Community College will begin recruiting and enrolling students into the study, in preparation for the start of the demonstration in the fall 2020 semester.

Any changes to eligibility criteria or program model must be agreed upon by Passaic County Community College and MDRC prior to the start of random assignment each semester.

	Fall 2019 Pilot (no random assignment)	Fall 2020 Study Cohort	Fall 2021 Study Cohort
Program Students	60	150	150
Standard Students	0	150	150
TOTAL	60	300	300

Please note that the numbers above are minimums. Colleges are welcome to enroll more students than the minimums listed in the table.

b. Institutional Review Board requirements: MDRC will be responsible for meeting the requirements of the Institutional Review Board (IRB) at MDRC and at your college.

c. Recruiting and enrolling students in the study (through random assignment): During the semesters in which students will be randomly assigned, Passaic County Community College will identify students who are eligible to enroll in the program and the study, and who agree to participate in the study and go through the random assignment process. Only students who agree to participate in the study will have an opportunity to enroll in the program during the study period (school years 2020-2021 and 2021-2022).

To monitor study enrollment and identify areas of improvement, the Passaic County Community College will track the following data and share with the MDRC team:

1. Number of students who are eligible for the SUCCESS program according to IR data
2. Number of students who came to an information session, contacted SUCCESS program staff, or otherwise indicated interest in joining the program
3. Number of students invited to participate in the study and program
4. Number of students who agreed to participate in the study and were subsequently randomly assigned

In order to meet the study enrollment goals, MDRC will work closely with the college to develop an outreach strategy and marketing materials to recruit students. If the college develops program recruitment or marketing materials apart from MDRC, the college will provide them to MDRC thirty days in advance of their anticipated review or release, so that MDRC can ensure they are approved by the Institutional Review Board (IRB) as needed. MDRC will review and secure IRB approval as needed before the college uses or releases them. The college will work in good faith to recruit students into the study.

MDRC will work closely with Passaic County Community College’s SUCCESS Program Director/Coordinator and staff to develop and implement a process to ensure that students who are eligible for the study (as described above) complete procedures necessary to participate in the study. These steps include:

1. SUCCESS staff explain the program and study opportunity to eligible students.
2. All students who agree to participate in the study complete an Informed Consent Form (online or on paper), provided by MDRC.
3. All students who agree to participate in the study also complete a short Baseline Information Form (online or on paper), provided by MDRC, that collects demographic information and other baseline characteristics along with contact information to help locate students for subsequent data collection.
4. All students who agree to participate in the study are randomly assigned to either a Program Group or Standard Group, using procedures provided by MDRC.
 - a) Program Group: Students randomly assigned to the Program Group will be given the opportunity to participate in the SUCCESS program. They will also have access to the college's other supports and services available to all other students.
 - b) Standard Group: Students randomly assigned to the Standard Group will have access to the college's supports and services, except for the SUCCESS program. The Standard Group should represent "business as usual." Standard Group students should have access to standard student services (i.e., advising, tutoring, etc.), as well as all financial aid typically available to them, but should not be given additional services or financial incentives as compensation for their placement in the Standard Group.

d. Ensuring proper participation of students (after random assignment): Passaic County Community College and MDRC will work together to develop protocols and procedures in order to ensure that Program Group students participate in the SUCCESS program and that Standard Group students do not participate in the SUCCESS program at the college for three years, beginning from the time they were randomly assigned.

e. Cooperating with MDRC's implementation, cost, and qualitative research requests and procedures: For the implementation and qualitative research, Passaic County Community College, via its SUCCESS Project Director/Coordinator, will allow and arrange for MDRC to conduct individual interviews with administrators, faculty, staff, and students, as well as focus groups with students. The college will provide reasonable accommodations for these interviews (e.g., an office, conference room, or classroom where an MDRC researcher can meet with interviewees) and assist with the identification and scheduling of faculty, staff, and students to participate in these components of the research.

For the cost-effectiveness study, the college will share budgets and expenditures for the SUCCESS program. These annual reports will be in a form mutually agreed upon by MDRC and the college. Additionally, the college, through its Project Director/Coordinator, will provide access to an administrator familiar with the budget who will help ensure that the budget captures all costs associated with the program and to help identify costs that are associated with research and start-up. The program budget data should include enough detail to assign costs to the primary components of the intervention, for example: administration, research and evaluation, coaching, financial incentives, MIS, and/or other components.

MDRC will seek to keep these requests concise, and clarification of program expenditures should require no more than three one-hour phone calls and a handful of email exchanges, as needed, to clarify questions that arise.

f. Providing data: Passaic County Community College will assist MDRC in understanding and obtaining access to student level, academic records and program tracking data as detailed in the Data Sharing Agreement (Exhibit B), and to other data as the needs arise. MDRC will request administrative data roughly twice per year during the study period.

g. Abiding by data security guidelines: MDRC will provide data security guidelines, which the college will work in good faith to adhere to. See the Data Sharing Agreement (Exhibit B) for more information about data security measures.

PERFORMANCE BENCHMARKS BY YEAR AND REPORTING REQUIREMENTS

Year 1: 2019-20

- Complete and sign memorandum of understanding (MOU) and data sharing agreement (DSA)
- Enroll 60 or more students into the pilot program by September 30, 2019
- Operate the SUCCESS program as designed in consultation with MDRC, including staffing the SUCCESS Director/Coordinator and Coach positions adequately
- Create monthly reports measuring program participation based on MIS data and other college data for continuous improvement efforts with MDRC
- Participate in monthly calls with MDRC
- Participate in ongoing technical assistance with MDRC and other SUCCESS partners
- Attend convenings with other SUCCESS colleges in the state
- Begin developing a sustainability and scaling plan
- Complete an annual progress report with budget report and narrative, due to MDRC in June 2020

Year 2: 2020-21

- Enroll at least 300 students (at least 150 program and 150 standard) into the program's first study cohort (all participating students are randomly assigned by September 30, 2020)
- Operate the SUCCESS program as designed in consultation with MDRC, including staffing the SUCCESS Director/Coordinator and coach positions adequately
- Submit semiannual college records data for research sample participants as outlined in the DSA

- Participate in monthly calls with MDRC
- Attend convenings with other SUCCESS colleges in the state
- Submit draft scaling-up plan by the end of December 2020, with final plan due in June 2021
- Complete an annual progress report with budget report and narrative, due to MDRC in June 2021

Year 3: 2021-22

- Enroll at least 300 students (at least 150 program and 150 standard) into the program's second study cohort
- Operate the SUCCESS program as designed in consultation with MDRC, including staffing the SUCCESS Director/Coordinator and coach positions adequately
- Submit semiannual college records data for research sample participants as outlined in the DSA
- Participate in monthly calls with MDRC
- Attend convenings with other SUCCESS colleges in the state
- Continue developing sustainability and scaling plans
- Complete an annual progress report with budget report and narrative, due to MDRC in June 2022

Year 4: 2022-23

- Continue to operate the SUCCESS program to at least support students who enrolled in the program in Years 2 and 3 (ideally, expand to enroll an additional cohort of students)
- Maintain SUCCESS Director/Coordinator and coach staffing levels such that students in the program are adequately supported
- Submit semiannual college records data for research sample participants as outlined in the DSA
- Participate in monthly calls with MDRC
- Complete an annual progress report with narrative, due to MDRC in June 2023

Year 5: 2023-24

- Continue to operate the SUCCESS program to at least support students who enrolled in the program in Year 3 (ideally, expand to enroll an additional cohort of students)
- Maintain SUCCESS Director/Coordinator and coach staffing levels such that students in the program are adequately supported
- Submit semiannual college records data for research sample participants as outlined in the DSA
- Participate in monthly calls with MDRC
- Complete an annual progress report with narrative, due to MDRC in June 2024

Appendix Y: Detailed SUCCESS Program Five-Year Budget

Cohort	Cohort Size	2019				2020				2021				2022**				2023**			
		Incentive Cost	Coaches Required	Incentive Cost	Coaches Required	Total Cost	Coaches Required	Incentive Cost	Coaches Required	Total Cost	Coaches Required	Incentive Cost	Coaches Required	Total Cost	Coaches Required	Incentive Cost	Coaches Required	Total Cost			
Fall 2019	60	\$17,220	0.3	\$12,180	0.2	\$10,080												\$39,480			
Fall 2020	150		1	\$43,050	0.7	\$30,450	0.6	\$25,200										\$98,700			
Fall 2021	150				1	\$43,050	0.7	\$30,450	0.6	\$25,200								\$98,700			
Fall 2022	175						1.1	\$50,225	0.8	\$35,525								\$85,750			
Fall 2023	200								1.3	\$57,400								\$57,400			
Program Cost		\$17,220	1.3	\$55,230	1.9	\$83,580	2.4	\$105,875	2.7	\$118,125								\$380,030			
Staffing		Staffing Cost		Staffing Cost		Staffing Cost		Staffing Cost		Staffing Cost								Total Cost			
Coach		\$15,400		\$50,050		\$73,150		\$92,400		\$103,950								\$334,950			
Administrator		\$0		\$0		\$0		\$0		\$0								\$0			
Program Coordinator		\$34,750		\$69,500		\$69,500		\$69,500		\$69,500								\$312,750			
Assistant		\$16,500		\$16,500		\$16,500		\$16,500		\$16,500								\$82,500			
Staffing Cost		\$66,650		\$136,050		\$159,150		\$178,400		\$189,950								\$730,200			
Total		\$83,870		\$191,280		\$242,730		\$284,275		\$308,075								\$1,110,230			

** Cohorts entering the SUCCESS program during Fall 2022 or later are beyond the scope of this grant agreement. The total program costs for serving cohorts in Years 4 and 5 in addition to the minimum-commitment cohorts are estimated to be around \$1,110,230. The total program costs for serving only the minimum commitment cohorts are estimated to be around \$843,880.

Exhibit B: Data Sharing Agreement

MDRC is conducting a research study (the “Study”) to evaluate the effects of **SUCCESS** on students. To assist with the Study, **Passaic County Community College** (the “Data Provider”) agrees to provide MDRC with data as specified in this Exhibit to be used exclusively for the purposes described herein. This Exhibit describes the data that the Data Provider will provide to MDRC, when and how frequently the Data Provider will provide it, how the Data Provider will securely transfer the data to MDRC, and how MDRC will keep the data secure and confidential once it has been received.

Data Provided to MDRC

The Data Provider will share the following types of data with MDRC:

1. Student Transcript Data. The Data Provider will share information on the courses taken by students as of the census date, as well as their credits earned and grades received. This dataset will contain one row of data for each course taken by each student in each academic term covered in the data—each row of the dataset will contain the following fields:
 - a. Student Name
 - b. Student SSN
 - c. Student ID Number
 - d. Year
 - e. Academic Term
 - f. Student Major
 - g. Campus Name
 - h. Course Title
 - i. Course Number
 - j. Course Level (developmental, college-level, etc.)
 - k. Course Credit Hour
 - l. Section Number
 - m. Section Type (lecture, lab, etc.)
 - n. Section Mode (in-person, online, blended, etc.)
 - o. Student Grade Received

2. Student Term-Level Transcript Data. The Data Provider will share information on the term-level outcomes for all students. This dataset will contain one row of data for each term in which a student was enrolled—each row of the dataset will contain the following fields:
 - a. Student Name
 - b. Student SSN
 - c. Student ID Number
 - d. Year
 - e. Academic Term
 - f. Campus Name
 - g. Major or Field of Study

- h. Special Programs
 - i. Cumulative GPA
 - j. Cumulative GPA Quality Points
 - k. Cumulative Credits Earned
 - l. Term Credits Earned
3. Course Catalogs. The Data Provider will share PDF course catalogs for all semesters covered by transcript data sets or provide a web link where PDF course catalogs can be downloaded.
4. Student Degree Data. The Data Provider will share information on the credentials earned by students, including certificates and degrees. This dataset will contain one row of data for each credential earned by each student in each academic term covered in the data—each row of the dataset will contain the following fields:
- a. Student Name
 - b. Student SSN
 - c. Student ID Number
 - d. Year
 - e. Academic Term
 - f. Campus Name
 - g. Credential Level (e.g. certificate, associate's, bachelor's, etc.)
 - h. Credential Major or Field of Study
 - i. Credential Credit Hours Required for Degree
5. Student Placement Test Data. The Data Provider will share information on students' placement test scores, including the date the placement test was taken and the student's level of placement. This dataset will contain one row of data for each placement test taken by each student in each academic term (including tests that the student took multiple times) covered in the data—each row of the dataset will contain the following fields:
- a. Student Name
 - b. Student SSN
 - c. Student ID Number
 - d. Year
 - e. Academic Term
 - f. Placement Test Type (e.g. COMPASS, ACCUPLACER, etc.)
 - g. Placement Test Subject Area (e.g. math, reading, writing, etc.)
 - h. Placement Test Date
 - i. Placement Test Score
 - j. Placement Level (e.g. college-ready, one developmental course needed, etc.)
 - k. Placement Recommended Class (e.g. Math 1013, etc.)
6. Student FAFSA Data. The Data Provider will share information from each student's completed Free Application for Federal Student Aid (FAFSA) form. This dataset will

contain one row of data for each student—each row of the dataset will contain the following fields:

- a. Student Name
- b. Student SSN
- c. Student ID Number
- d. Year
- e. Academic Term
- f. Student Independent/Dependent Status
- g. Student EFC (Estimated Family Contribution)
- h. Student COA (Cost of Attendance)
- i. Student Total Financial Need

7. Student Financial Aid Disbursement Data. The Data Provider will share information on each student's financial aid package, including aid disbursed to the student. This dataset will contain one row of data for each academic term covered by the data in which a student was enrolled—each row of the dataset will contain the following fields:

- a. Student Name
- b. Student SSN
- c. Student ID Number
- d. Year
- e. Academic Term
- f. Amount Disbursed, All Aid
- g. Amount Disbursed, All Grants & Scholarships
- h. Amount Disbursed, All Loans
- i. Amount Disbursed, Work-Study
- j. Student Total Unmet Need

8. Student Contact Information. The Data Provider will share contact information for each student so that MDRC can administer surveys to students about their experience in SUCCESS. This dataset will contain one row of data for each student—each row of the dataset will contain the following fields:

- a. Student Name
- b. Student SSN
- c. Student ID Number
- d. Student address
- e. Student phone number(s)
- f. Student school email address
- g. Student personal email address or addresses

9. Redacted Schoolwide Admissions and Demographic Data. The Data Provider will share admissions and demographic data for all students enrolled in the college in the first program semester for each study cohort (i.e. if there are two study cohorts for whom the program begins in Fall 2020 and Fall 2021, data will be shared for all students enrolled in the college at the start of Fall 2020 and Fall 2021). This dataset will not contain direct

identifiers such as name or social security number. This dataset will contain one row for each term in which a student was enrolled (i.e. in the scenario outlined above, a student enrolled in both Fall 2020 and Fall 2021 would have two records in the dataset). Each row of the dataset will contain the following fields:

- a. Whether the student is included in MDRC's study
- b. Age
- c. Race/ethnicity
- d. Gender
- e. Pell eligibility
- f. EFC category
- g. Semester the student first enrolled
- h. Whether the student is enrolled in a degree program
- i. Program of study
- j. Campus (home campus or campus of primary attendance)
- k. Cumulative credits as of the beginning of the semester
- l. Credits attempted in the semester
- m. Number of outstanding Reading/Writing developmental education courses that the student needed to complete as of the beginning of the semester
- n. Number of outstanding Math developmental education courses that the student needed to complete as of the beginning of the semester

10. Other Data. If the Data Provider and MDRC mutually agree in writing to share other data not listed above, the Data Provider will share these data with MDRC as well.

The Data Provider will also share the following types of data from the SUCCESS program's management information system:

11. SUCCESS Financial Incentive Data. The Data Provider will share information on the financial awards and incentives that students received as a result of their participation in SUCCESS. This dataset will contain one row of data for each scholarship award, textbook voucher, or other financial aid incentive received in connection with the Study by each student in each academic term covered in the data—each row of the dataset will contain the following fields:
 - a. Student Name
 - b. Student SSN
 - c. Student ID Number
 - d. Year
 - e. Academic Term
 - f. Study Financial Incentive Type (e.g. textbook, transportation stipend, etc.)
 - g. Study Financial Incentive Amount
 - h. Study Financial Incentive Date
12. SUCCESS Coaching Data. The Data Provider will share information on the SUCCESS coaching that students received during each academic term (i.e. if a student attended an advising session with a non-SUCCESS adviser or coach, MDRC does not need that data).

This dataset will contain one row of data for each student visit to a coach—each row of the dataset will contain the following fields:

- a. Student Name
- b. Student SSN
- c. Student ID Number
- d. Year
- e. Academic Term
- f. Coaching Visit Date
- g. Coaching Visit Start Time
- h. Coaching Visit End Time
- i. Coaching Visit Type (e.g. one-on-one, group visit, phone, online, etc.)
- j. Coaching Visit Reason (e.g. adding/dropping courses, financial aid, etc.)
- k. Did Student Attend Coaching (Y/N)

13. Other SUCCESS Participation Data. Depending on the final design of the program, MDRC may require additional data related to participation in SUCCESS, such as tutoring session or success seminar attendance. If the Data Provider and MDRC mutually agree in writing to share other SUCCESS data not listed above, the Data Provider will share these data with MDRC as well.

Authorization for Data Access

This Agreement functions as a written agreement that authorizes the Data Provider to share the Data with MDRC under the Family Educational Rights and Privacy Act (FERPA) for the purposes of the Study.

After the Pilot has concluded, students will undergo the informed consent process described herein that includes an authorization to release their educational records for the Study and any Data shared with MDRC for those students will be shared under their individual authorization.

Individuals Included in the Data

When providing data to MDRC after the Pilot has concluded, the Data Provider will include individual-level information on the following people:

- Students who have filled out and signed an Informed Consent Form (ICF) during study intake (“ICF Students”). The ICF will permit the release of their individual data to MDRC and certain other institutions for research purposes as specified in the ICF. MDRC will identify the ICF Students to the Data Provider by securely sharing a list of student names, dates of birth, and Social Security Numbers (SSNs).

The Redacted Schoolwide Admissions and Demographic Data (dataset 9 above) is the only dataset that extends beyond ICF students. As explained above, that dataset should include all students enrolled in the college in certain semesters.

Cost Data

For the cost analysis portion of the study, the Data Provider will share financial data that will allow the research team to measure the cost of the intervention program being studied compared to the cost of the status quo, presented as a cost per program participant. These data may include reports on total program expenditures, broken down by purpose of expenditure, funding source, staff category, and/or for individual staff members. In addition, research staff may require assistance from budget and financial aid staff to provide and clarify information on institution-wide expenditures and financial aid data.

Informed Consent Process for Study

MDRC may document consent from students electronically. These students will be informed about the nature of the Study, the risks and benefits associated with participating in the Study, and what types of individual data will be released to MDRC should they decide to participate in the Study. These students will also be given a paper copy of the Informed Consent Form (ICF) to review and keep for their records. These students will electronically sign an electronic version of the ICF either by signing their name with a mouse or touchscreen, or by checking a box at the bottom of the form. All electronic signatures will be stored by MDRC. The Data Provider agrees that any electronic signatures collected in this manner are equivalent to written signatures; the Data Provider also agrees to recognize electronic signatures when releasing individuals' data to MDRC.

Data File Structure and Format

The Data Provider will send MDRC data files in an Excel format (either .xls or .xlsx). The Data Provider will link all data files sent to MDRC to one or more academic terms by including a field in each data file specifying the academic term(s) of the data.

Data Documentation

The Data Provider will provide MDRC with all available and necessary documentation regarding the data files shared. Examples of documentation include course catalogs, data dictionaries, explanations of codes, and copies of survey instruments.

Data Transfer Procedures

To ensure that data files are transferred securely, MDRC uses a secure file transfer site that is easy to use and does not require the Data Provider to make any purchase or install any software. MDRC will email instructions on setting up a secure account to data contacts at the Data Provider, enabling those contacts to log on to the site and upload data files as needed. To ensure that all data are transmitted in a confidential and secure manner, data contacts at the Data Provider will **only** transmit data to MDRC via MDRC’s secure file transfer site. Data contacts at the Data Provider will not transmit any data to MDRC via email or any method other than MDRC’s secure file transfer site nor provide any other unsolicited data of any kind.

The primary data contact at the Data Provider will be **Justin Hull**. This person or his or her designee will be responsible for sending files to MDRC. The primary data contact at MDRC will be **Austin Slaughter**.

Data Transfer Schedule

The Data Provider will transfer data to MDRC according to the schedule listed in the table below. The Data Provider will start transfer data to MDRC throughout the duration of the Project, according to the schedule described below. The initial data transfer for each cohort will include data for 2 years prior to **September 1, 2019**; subsequent transfers will be for the term(s) since the prior transfer, with at least one overlapping semester.

Data Type(s)	Transfer Schedule
Student Transcript Data SUCCESS Financial Incentive, Coaching & Other Participation Data	Twice annually on a date that the Data Provider and MDRC mutually agree upon
Course Catalogs Student Degree Data Student Placement Test Data Student Financial Aid Disbursement Data Student FAFSA Data Student Contact Information	Once annually on a date that the Data Provider and MDRC mutually agree upon
Redacted Schoolwide Admissions and Demographic Data	Once per cohort
Other Data	Schedule to be decided if or when Data Provider and MDRC agree to transmit other data.

Restricted-Access File (RAF)

MDRC will make data from the study available to other researchers as a restricted-access file (RAF) housed at a data archive. The RAF will contain data for students who have agreed to participate in the study; students will be informed about the creation of the RAF prior to joining the study.

MDRC has extensive experience creating restricted-access files that protect participants. Direct identifiers (e.g. name and social security number) will be removed from the RAF data file. In addition, MDRC will review indirect identifiers (e.g. age, gender, or race/ethnicity) and mask these data if necessary. Access to the RAF will be limited to qualified researchers who have signed an agreement not to attempt to reidentify study participants.

MDRC Data Security

MDRC follows internal data security and confidentiality protocols to secure and protect student data. Generally, after receiving data from the Data Provider, MDRC will keep data files containing direct identifiers in a secure location on the internal MDRC network, where they will only be accessible to a small number of staff and accessed only for research purposes. Additionally, MDRC will strip direct identifiers from the data and assign a unique, randomly-generated identification number to each participant. MDRC's analysis will proceed using these files, rather than the original files containing direct identifiers. This random ID assigned to each individual will also be used to link data for that individual across files that no longer include direct identifiers. MDRC will also assign one or more Data Managers to maintain custody of the records shared by the Data Provider and ensure that MDRC data security and confidentiality protocols are observed.

MDRC Data Destruction

Within three years of the conclusion of the Study, MDRC will destroy all data files received from the Data Provider that contain direct identifiers. MDRC will retain data files that do not contain direct identifiers to conduct additional analyses.

This letter of agreement delineates the terms of understanding between Ramapo College of New Jersey (RCNJ) and Passaic County Community College (PCCC) regarding a program that would facilitate the achievement of a Bachelor of Science in Nursing degree from RCNJ by students/graduate of the PCCC Associates of Applied Science Degree in Nursing Education.

RN/BSN ARTICULATION PROGRAM
BETWEEN
RAMAPO COLLEGE OF NEW JERSEY
AND PASSAIC COUNTY COMMUNITY COLLEGE

AGREEMENT made and entered into on _____ by and between Ramapo College of New Jersey, hereinafter referred to as RCNJ and Passaic County Community College, hereinafter referred to as PCCC.

WHEREAS, RCNJ is baccalaureate and master's degree granting college dedicated to the provision of instruction in the humanities; the natural, behavioral and social sciences; business, education and social work; and health professions;
and

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

WHEREAS, RCNJ and PCCC wish to conduct strong educational programs grounded in the strengths of both institutions without needless duplication of resources;

NOW THEREFORE, RCNJ and PCCC wish to confirm in writing the terms of mutual and individual responsibilities related to the articulated program of education leading to a Bachelor of Science in Nursing.

I. General Description of the Program

- A. **Design of the Program** – RCNJ proposes a plan whereby Nursing students who have earned the associates degree in Nursing from PCCC, can enroll in the RCNJ BSN program through a program of study that includes courses taught at PCCC and courses at RCNJ. The program will allow transfer of up to 92 credits from PCCC and require that all BSN graduates satisfy the upper level Nursing and remaining degree completion coursework as identified in the curriculum check sheet. Any and all students who complete the AAS in Nursing degree through PCCC, wishing to participate in this articulation agreement and earn up to 92 transfer credits, must satisfy the identified courses through prior transfer credit from an accredited institution or PCCC or SCCC

(Sussex County Community College), prior to the enrollment in the BSN program at RCNJ.

B. **Routes of Entry** - PCCC students who meet the established admission criteria will need to apply through the RCNJ Office of Adult and Graduate Admissions. All students must meet the standard admissions requirements. All students participating in the outlined plan will maintain financial aid eligibility and maintain satisfactory academic progress.

C. **The Program** – The chart below outlines the Ramapo portion after completion of the AAS degree and additional credits. The BSN portion may be completed in 3 semesters for those completing the 92 credits through PCCC.

Ramapo					
Fall Semester	HRS	Winter Semester	HRS	Spring Semester	HRS
NURS 312 – Nursing Informatics	4	Elective	4	NURS 330 – Health Assessment Across the Lifespan	4
NURS 316 – Pathophysiology	4			NURS 425 – Community Centered Nursing	4
NURS 325 – Nursing Research and EBP	4			NURS 445 – Leadership in a Global World	4
NURS 460 – Clinical Management	4			NURSING ELECTIVE	4
TOTAL	16	TOTAL	4	TOTAL	16

Summary of Credits

AAS degree at PCCC – 68
 Additional Credits at PCCC/SCCC/transfer – 24
 Nursing and Other Courses at RCNJ – 36
 TOTAL – 128

Additional Credits at PCCC/SCCC/transfer

Students must take 24 credits, 8 courses, in addition to the requirements of the AAS Nursing degree. The 24 credits are as follows and must be completed/transferred to meet all articulation requirements to receive 92 credits in transfer credit;

PASSAIC COMMUNITY COLLEGE

- MA 103: Basic Statistics - 3 credits
- ENS 106: Public Speaking - 3 credits
- PH 106: Introduction to Ethics - 3 credits
- PL 102: American National Government or PL 103: State and Local Government - 3 credits
- (1) Elective, 200 level SO: Sociology – 3 credits
- (1) Elective, 200 level EN: English – 3 credits
- (1) Free Elective, 100 level or above – 3 credits
- (1) Free Elective, 100 level or above – 3 credits

SUSSEX COMMUNITY COLLEGE

- MATH 108: Statistics - 3 credits
- ENGL 201: Effective Speaking - 3 credits
- PHIL 205: Contemporary Ethical Issues - 3 credits
- POLS 105: American Politics - 3 credits
- (1) Elective, 200 level SOLA: Sociology – 3 credits
- (1) Elective, 200 level ENGL: English, not 201 – 3 credits
- (1) Free Elective, 100 level or above – 3 credits
- (1) Free Elective, 100 level or above – 3 credits

Academic Advising and Recruitment

RCNJ will assign a Ramapo admissions and academic advisor to PCCC and work with the PCCC Nursing faculty to host information sessions and advisement sessions to assist students in accomplishing all coursework as outlined on the curriculum check sheet at PCCC and SCCC. The RCNJ advisor would meet with pre-Nursing students, current Nursing students, and graduating Nursing students to advise them accordingly as they prepare for, start, and complete the articulation agreement coursework.

Students in the PCCC AAS Nursing program who have identified that they wish to progress through this articulation program and to the RCNJ BSN will apply to RCNJ in their last semester at PCCC and their application fee will be waived.

RCNJ College Graduation Requirements

This MOU allows for exceptions to RCNJ's current transfer and residency requirements for students who transfer to RCNJ through this agreement. All upper level Nursing requirements and other courses outlined in the remaining (36) credits in the curriculum check sheet must be RCNJ to ensure that the final 36 credits of a student's program courses are taught by RCNJ faculty.

Program Quality Control

RCNJ and PCCC will establish a committee to monitor the course equivalencies and academic preparation of students to ensure each program continues to meet its professional standards. The PCCC Associate Dean of Nursing and the Assistant Dean of RCNJ Nursing program will meet twice a year with the advisors from each program and review the progress of the program as well as processes, procedures, and student learning outcomes.

SELF-INSURANCE BY INSTITUTION – INSTUTION is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of new Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Torts Claims Act, NJSA 59:1-1 et seq., the New Jersey Contractual Liability Act, NJSA 59:13-1, et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and obligation of the State to be responsible for tort claims against its agencies and employees are covered under the terms and provision of the New Jersey Tort Claims Act. The Act also creates a special self–insurance fund and provides

for payment and claims against the State of New Jersey against its employees for which the State of New Jersey is obligated to indemnify against tort claims, which arise out of the performance of their duties. Claims against the University or its employees should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard Hughes Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self-fund for Works Compensation and Disability.

- A. **ANTI-DISCRIMINATION** – The parties agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A 10:5-31 through 10:5-38, and all rules and regulations issues there under.
- B. **AMERICANS WITH DISABILTY ACT** – The parties agree to comply with all provisions of the American with Disability Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 14
- C. **COMPLIANCE – LAWS** – The parties shall comply with all local, state and federal laws, rules and regulations applicable to the contract.
- D. **SUBCONTRACTION OR ASSIGNMENT** – The Agreement may not be subcontracted or assigned in whole or in part, without the prior written consent of both parties. Such consent, if granted, shall not relieve either party of any of its responsibilities under the contract.
- E. **MAINTENANCE OF RECORDS** – The parties shall maintain records associated with the performance of this contract in accordance with the applicable provisions of the NJ State Record Retention Policy. Such records shall be made available to either party upon request for purpose of conducting an audit or for ascertaining other information.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date below.

Passaic County Community College

Ramapo College of New Jersey

By: _____
Dr. Steven M. Rose
President

By: _____
Dr. Peter Philip Mercer
President

Institutional Contact Person
Dr. Donna Stankiewicz
Passaic County Community College
Nurse Education Department
One College Boulevard
Paterson, NJ 07505

Institutional Contact Person
Christopher Romano
505 Ramapo Valley Road
Ramapo College
Mahwah, NJ 07430

**ARTICULATION AGREEMENT
BETWEEN
THE DEPARTMENT OF NURSING
THE COLLEGE OF SCIENCE AND HEALTH
WILLIAM PATERSON UNIVERSITY OF NEW JERSEY
AND
THE DEPARTMENT OF NURSING DIVISION OF
HEALTH AND NATURAL SCIENCES
PASSAIC COUNTY COMMUNITY COLLEGE
IN CONJUNCTION WITH
THE DEPARTMENT OF NURSING
DIVISION OF HEALTH AND NATURAL SCIENCES
SUSSEX COUNTY COMMUNITY COLLEGE**

The purpose of this agreement is to facilitate the transfer of students enrolled in the associate's degree nursing program at **Passaic County Community College** and **Sussex County Community College** into the baccalaureate degree nursing program at **William Paterson University**.

Goals and Objectives:

1. To provide students with an opportunity to plan their total baccalaureate experience at the beginning of their college education.
2. To establish a process for admission and the acceptance of transfer credit for students majoring in nursing at **Passaic County Community College** and **Sussex County Community College** into the nursing major at **William Paterson University**.
3. To facilitate increased numbers of baccalaureate level nurses available to care for the residents of New Jersey.
4. To facilitate career advancement through seamless transition to the Bachelor of Science Degree in Nursing and concomitant preparation for graduate study.

Articles of Agreement:

1. Graduates of **Passaic County Community College** and **Sussex County Community College** may transfer into the baccalaureate nursing program at **William Paterson University** if they have graduated with a minimum GPA of 2.5. Students must have passed the NCLEX licensure exam prior to beginning NUR courses, with the exception of NUR 3500 and NUR 3271.
2. **William Paterson University** will accept a total of **90** credits from **Passaic County Community College** and **Sussex County Community College** toward the **BS in Nursing** degree. **Sixty-six** credits accepted from **Passaic County**

Community College and **Sussex County Community College** will be from their AAS degree in Nursing. Another **24** credits will be accepted from both **Passaic County Community College** and **Sussex County Community College** as additional transfer courses after the AAS degree in Nursing is completed. For further details, please view Appendix A for **Passaic County Community College** and Appendix B for **Sussex County Community College**.

3. **Passaic County Community College** and **Sussex County Community College** students transferring to **William Paterson University** will be treated the same as native William Paterson students of equal class standing when applying for financial aid and in the distribution of funds.
4. To receive the transfer credit identified above, **Passaic County Community College** and **Sussex County Community College** students must successfully complete the designated courses identified on the attached Appendix A and Appendix B with individual course grades of “C” or better.
5. **Passaic County Community College** and **Sussex County Community College** in conjunction with **William Paterson University** will develop and maintain accurate, up-to-date course equivalency listings for the Nursing program.
6. **William Paterson University** in conjunction with **Passaic County Community College** and **Sussex County Community College** will each assign a staff person to serve as liaisons to assure on-going communications between the two institutions
7. **Passaic County Community College** and **Sussex County Community College** will provide its Nursing students with transfer information to **William Paterson University**, including the list of course equivalencies pertaining to this agreement.
8. Additional credits from any community college will not be accepted for transfer after matriculation.
9. All students must complete the last **30** credits in residence at **William Paterson University**.

Appendix A

Passaic County Community College – William Paterson University

Passaic County Community College			William Paterson University		
INSTITUTION	Passaic County Community College		INSTITUTION	William Paterson University	
DEGREE	Associate in Applied Science		DEGREE	Bachelor of Science: Nursing	
PROGRAM	Nursing		PROGRAM	Nursing	
GENERAL EDUCATION FOUNDATION			GENERAL EDUCATION FOUNDATION		
		CREDITS			CREDITS
		34			34
Course Title	Number	Credits	Course Title	Number	Credits
Composition I	EN 101	3	College Writing	ENG 1100	3
Composition II	EN 102	3	Experiences in Literature	ENG 1500	3
Anatomy & Physiology I	BS 103	4	Anatomy and Physiology I	BIO 1120	4
Anatomy & Physiology II	BS 104	4	Anatomy and Physiology II	BIO 1130	4
Microbiology	BS 203	4	Basic Microbiology	BIO 1700	4
Introduction to Gen. & Organic Chemistry	CHM 103	4	Chemistry for Health Sciences	CHEM 1330	4
Introduction to Psych.	PS 101	3	General Psychology	PSY 1100	3
Psych. of Human Growth and Dev.	PSY 102	3	Lifespan Development	PSY 2110	3
Cultural Anthropology OR Intro to Sociology	SO 202 SO 102	3	Global Transitions and Human Conditions	ANTH 3100	3
History of Western Civ. I OR History Elective	HI 101	3	Foundations of Civilization OR History Elective	HIST 1030	3
	Total	34		Total	34

Nursing Core			Nursing Core		
Required Courses		Credits 34	Required Courses		Credits 32
Nursing I	NUR 101	7	Cultural Found. of Nursing	NUR 3250	3
Nursing II	NUR 102	8	Critical Thinking	NUR 3260	3
Nursing III	NUR 201	9	Age span Consider for RN	NUR 3272	1
Nursing IV	NUR 202	9	Nursing Practice I	NUR 3280	4
Nursing Seminar	NUR 203	1	Health Concepts	NUR 3290	3
	Total	34	Age Span Consider for RN	NUR 3272	1
			Nursing Practice II	NUR 3300	6
			Health Concepts Seminar	NUR 3310	3
			Nursing Practice IV	NUR 4306	6
			Pharmacology	NUR 3320	2
			No Equivalent	N/A	N/A
			Total	32	
Additional Transfer Courses			Additional Transfer Courses		
Basic Statistics I	MA 103	3	Elementary Statistics	MATH 1300	3
Economics II	EC 102	3	Microeconomics Principles	ECON 2020	3
Public Speaking	ENS 106	3	Public Speaking	COM 2630	3
Language Requirement (LR)	LR	3	Language 1	varies	3
Language Requirement II (LRII)	LRII	3	Language II	varies	3
Introduction to Philosophy	PH 101	3	Philosophy	PHIL 1100	3
Healthy You	PHE 100	3	Healthy U	PBHL 1100	3
Nutrition	SC 103	3	Therapeutic Nutrition	PBHL 2240	3

	Total	24			Total	24
Total credits accepted for Transfer		90		Total credits accepted for Transfer		90
			Shaded Cells indicate courses taken at WPUNJ			
			Advanced A&P	BIO 3120	4	
			Comp Health Assessment RN	NUR 3271	2	
			Nursing Research	NUR 3500	3	
			Dimensions of Public Health	NUR 4251	4	
			Healthcare Economics	NUR 4280	3	
			Nursing Practice IV	NUR 4300	4	
			Nursing Leadership & Professional Practice	NUR 4305	3	
			Leadership Seminar	NUR 4307	3	
			Health Indicators Seminar	NUR 4310	3	
			Nursing Elective	NUR Elec.	3	
				Total	32	
			TOTAL CREDITS TAKEN AT WPU		32	
			TOTAL CREDITS REQUIRED FOR DEGREE		122	

Appendix B

Sussex County Community College to William Paterson University

Sussex County Community College to William Paterson University							
INSTITUTION	Sussex County Community College			INSTITUTION	William Paterson University		
DEGREE	Associate in Applied Science			DEGREE	Bachelor of Science		
PROGRAM	Nursing			PROGRAM	Nursing		
GENERAL EDUCATION FOUNDATION			CREDITS 34	GENERAL EDUCATION FOUNDATION			CREDITS 34
Course Title	Number	Credits		Course Title	Number	Credits	
Composition I	ENGL 101	3		College Writing	ENG 1100	3	
Composition II	ENGL 102	3		Experiences in Literature	ENG 1500	3	
Introduction to General & Organic Chemistry	CHEM 100	4		Chemistry for Health Sciences	CHEM 1330	4	
Anatomy & Physiology I	BIOS 103	4		Anatomy and Physiology I	BIO 1120	4	
Anatomy & Physiology II	BIOS 104	4		Anatomy and Physiology II	BIO 1130	4	
Microbiology	BIOS 210	4		Basic Microbiology	BIO 1700	4	
Introduction to Psychology	PSYC 101	3		General Psychology	PSY 1100	3	
Psychology of Human Growth and Development	PSYC 109	3		Lifespan Development	PSY 2110	3	
History of Western Civ. I (Humanities' or History Elective)	HIST 101	3		Foundations of Civilization	HIST 1030	3	
Introduction to Sociology	SOCA 101	3		Global Transformations and the Human Condition	ANTH 3100	3	
NURSING CORE COURSES			CREDITS 34	NURSING CORE COURSES			CREDITS 32
Course Title	Number	Credits		Course Title	Number	Credits	
Nursing I	NUR 101	7		Cultural Found. of Nursing	NUR 3250	3	
				Critical Thinking	NUR 3260	3	
				Age Span Consider for RN	NUR 3272	1	
Nursing II	NUR 102	8		Nursing Practice I	NUR 3280	4	
				Health Concepts	NUR 3290	3	
				Age Span Consider for RN	NUR 3272	1	
Nursing III	NUR 201	9		Nursing Practice II	NUR 3300	6	
				Health Concepts Seminar	NUR 3310	3	
Nursing IV	NUR 202	9		Nursing Practice IV	NUR 4306	6	
				Pharmacology	NUR 3320	2	
Nursing Seminar	NUR 203	1		No course equivalency	N/A	N/A	
	Total	34			Total	32	
Additional Transfer Courses			CREDITS 24	Additional Transfer Courses			CREDITS 24
Statistics	MATH 108	3		Elementary Statistics	MATH 1300	3	

Microeconomics	ECON 102	3	Microeconomics Principles	ECON 2020	3
Effective Speaking	ENGL 201	3	Public Speaking	COM 2630	3
Language Requirement I	LR	3	Language I	varies	3
Language Requirement II	LRII	3	Language II	varies	3
Philosophy and the Meaning of Life	PHIL 110	3	Intro to Philosophy	PHIL 1100	3
Nutrition, Fitness, and Wellness	BIOS 150	3	Healthy U	PBHL 1100	3
Nutrition Fundamentals	BIOS 107	3	Therapeutic Nutrition	PBHL 2240	3
Total Credits Accepted for Transfer:		90	Total Credits Accepted for Transfer:		90
Shaded Cells indicate courses taken at WPUNJ					
			Advanced A&P	BIO 3120	4
			Comp Health Assessment RN	NUR 3271	2
			Nursing Research	NUR 3500	3
			Dimensions of Public Health	NUR 4251	4
			Healthcare Economics	NUR 4280	3
			Nursing Practice IV	NUR 4300	4
			Nursing Leadership & Professional Practice	NUR 4305	3
			Leadership Seminar	NUR 4307	3
			Health Indicators Seminar	NUR 4310	3
			Nursing Elective	NUR Elec.	3
TOTAL CREDITS TAKEN AT WPU					32
TOTAL CREDITS REQUIRED FOR DEGREE					122

**PASSAIC COUNTY COMMUNITY COLLEGE
SCHEDULE OF TUITION AND FEES
For Academic Sessions of Fall 2019 through Summer 2020**

	2018-2019*	2019-2020
TUITION (Per Credit)		
In-County Residents	\$ 166.00	\$ 177.00
Out-of-County Residents	\$ 232.00	\$ 242.00
Out-of-State Residents	\$ 295.00	\$ 310.00
Veteran Status	\$ 166.00	\$ 177.00
DUAL ENROLLMENT/HIGH SCHOOL STUDENTS TUITION (Per Credit)		
PCCC courses at high school locations taught by high school teachers	\$ 35.00	\$ 60.00
PCCC courses at high school locations taught by PCCC instructors	\$ 67.00	\$ 130.00
PCCC courses at PCCC campuses when taught by PCCC instructors	\$ 126.00	\$ 130.00
GENERAL FEES		
General College Fee (per credit)	\$ -	\$ -
Technology Fee (per credit)	\$ -	\$ -
Student Activity Fee (per credit)	\$ 3.00	\$ 3.00
REGISTRATION, BURSAR & OTHER FEES		
Drop Course Fee (per course)	\$ 10.00	\$ 10.00
Examination Services Fee (standard examinations, each occurrence)	\$ 30.00	\$ 30.00
Course Placement Examination and/or Alternate Department Examination (each occurrence)	\$ 50.00	\$ 50.00
Credit by Examination (per course)	\$ 125.00	\$ 125.00
Credit by Examination (NU 101)	\$ 250.00	\$ 250.00
Non-Attendance Fee (per course)	\$ 125.00	\$ 125.00
Payment Plan Set-up Fee	\$ 40.00	\$ 40.00
Late Payment Fees:		
Late Payment Fee with Payment Plan	\$ 10.00	\$ 10.00
Late Payment without a Payment Plan	\$ 70.00	\$ 70.00
Transcript Fee	\$ 5.00	\$ 5.00
Degree Verification Fee	\$ 7.00	\$ 7.00
Diploma Replacement	\$ 60.00	\$ 60.00
Overnight Mail (per item)	\$ 25.00	\$ 25.00
Non-Credit Certificate Replacement Fee	\$ 15.00	\$ 15.00
Return Check Fee	\$ 40.00	\$ 40.00
ID Card Replacement	\$ 15.00	\$ 15.00
Parking Fee (per academic year)	\$ 60.00	\$ -
Parking Decal Replacement	\$ 15.00	\$ -
LIBRARY AND MATERIAL CHARGES		
Copy and/or Scan (per page)	\$ 0.10	\$ 0.10
Overdue Circulation Materials (per day)	\$ 0.25	\$ 0.25
<i>Computer bibliographic search, damage to library materials, interlibrary loan, and lost library materials are charged at cost.</i>		
<i>Course material charges may be included on student billing when applicable.</i>		

<i>Course Number</i>	<i>Course Name</i>	<i>Academic Sessions for Fall 2018 through Summer 2019</i>	<i>Academic Sessions for Fall 2019 through Summer 2020</i>
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AC-101	FINANCIAL ACCOUNTING I	62.00	62.00
AC-102	FINANCIAL ACCOUNTING II	62.00	62.00
AC-205	MANAGERIAL ACCOUNTING	62.00	62.00
AC-225	FEDERAL TAXATION - THEORY AND PRACTICE	62.00	62.00
AC-251	ACCOUNTING INTERNSHIP	62.00	325.00
AR-101	DRAWING I	62.00	64.00
AR-102	DRAWING II	62.00	64.00
AR-108	TWO-DIMENSIONAL DESIGN	62.00	64.00
AR-110	INTRODUCTION TO GRAPHIC DESIGN	165.00	170.00
AR-112	COLOR THEORY	165.00	170.00
AR-113	PORTFOLIO PREPARATION	165.00	170.00
AR-209	FIGURE DRAWING	165.00	170.00
AR-210	COMPUTER ENHANCED LAYOUT AND DESIGN	165.00	170.00
AR-211	ADVANCED GRAPHIC DESIGN	165.00	170.00
ARB-101	ELEMENTARY ARABIC I	102.00	105.00
ARB-201	ELEMENTARY ARABIC II	102.00	105.00
ASL-104	AMERICAN SIGN LANGUAGE I	165.00	170.00
ASL-108	AMERICAN SIGN LANGUAGE II	165.00	170.00
ASL-201	AMERICAN SIGN LANGUAGE III	165.00	170.00
ASL-202	AMERICAN SIGN LANGUAGE IV	165.00	170.00
ASL-215	ASL-ENGLISH INTERPRETING	165.00	170.00
ASL-218	ENGLISH-ASL INTERPRETING	165.00	170.00
ASL-221	INTERPRETING PRACTICUM	165.00	170.00
BS-100	HUMAN BIOLOGY	165.00	170.00
BS-101	BIOLOGY I	165.00	170.00
BS-102	BIOLOGY II	165.00	170.00
BS-103	ANATOMY AND PHYSIOLOGY I	165.00	170.00
BS-104	ANATOMY & PHYSIOLOGY II	165.00	170.00
BS-201	FUNDAMENTALS OF EXERCISE PHYSIOLOGY	165.00	170.00
BS-203	MICROBIOLOGY	165.00	170.00
BS-204	INTRODUCTION TO ECOLOGY	165.00	170.00
BS-207	CELL BIOLOGY	165.00	170.00
BS-211	MOLECULAR GENETICS	165.00	170.00
CH-103	INTRODUCTION TO ORGANIC AND INORGANIC CHEMISTRY	165.00	170.00
CH-111	GENERAL CHEMISTRY I	165.00	170.00
CH-112	GENERAL CHEMISTRY II	165.00	170.00
CH-211	ORGANIC CHEMISTRY I	165.00	170.00

<i>Course Number</i>	<i>Course Name</i>	<i>Academic Sessions for Fall 2018 through Summer 2019</i>	<i>Academic Sessions for Fall 2019 through Summer 2020</i>
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CH-212	ORGANIC CHEMISTRY II	165.00	170.00
CH-214	ANALYTICAL CHEMISTRY	165.00	170.00
CIS-101	COMPUTER CONCEPTS AND APPLICATIONS	230.00	235.00
CIS-103	COMPUTER KEYBOARDING	62.00	64.00
CIS-106	LINUX FUNDAMENTALS	62.00	64.00
CIS-107	INFORMATION TECHNOLOGY FUNDAMENTALS	165.00	170.00
CIS-108	PROGRAMMING FUNDAMENTALS	165.00	170.00
CIS-116	SOFT/HARDWARE MAINTENANCE/DIAGNOSTICS	165.00	170.00
CIS-125	MICROCOMPUTER SOFTWARE I	165.00	170.00
CIS-126	MICROCOMPUTER SOFTWARE II	165.00	170.00
CIS-127	MICROCOMPUTER SOFTWARE III	165.00	170.00
CIS-160	FUNDAMENTALS OF COMPUTER SCIENCE I	165.00	170.00
CIS-161	FUNDAMENTALS OF COMPUTER SCIENCE II	165.00	170.00
CIS-165	FUNDAMENTALS OF C++ PROGRAMMING	165.00	170.00
CIS-166	JAVA PROGRAMMING	165.00	170.00
CIS-170	WEBSITE DESIGN AND TOOLS	165.00	170.00
CIS-180	NETWORKING ESSENTIALS	165.00	170.00
CIS-202	SYSTEMS ANALYSIS & DESIGN	165.00	170.00
CIS-210	ADVANCED TOPICS IN COMPUTER AND INFORMATION SCIENCES	165.00	170.00
CIS-236	COMPUTER ORGANIZATION AND ARCHITECTURE	-	170.00
CIS-240	MOBILE APPS DEVELOPMENT	165.00	170.00
CIS-250	DISCRETE STRUCTURES	165.00	170.00
CIS-260	DATA STRUCTURES	165.00	170.00
CIS-271	WEB APPLICATION DEVELOPMENT I	165.00	170.00
CIS-273	WEB GRAPHICS	165.00	170.00
CIS-275	WEB APPLICATION DEVELOPMENT II	165.00	170.00
CIS-281	NETWORK ADMINISTRATION I	165.00	170.00
CIS-282	NETWORK ADMINISTRATION II	165.00	170.00
CIS-283	NETWORKING INFRASTRUCTURE	165.00	170.00
CIS-286	NETWORKING SECURITY FUNDAMENTALS	165.00	170.00
CIS-289	COMPUTER FORENSICS/INVESTIGATING	165.00	170.00
CIS-290	DATABASE FUNDAMENTALS	165.00	170.00
CIS-294	COMPUTER INFORMATION SCIENCES INTERNSHIP PROGRAM	62.00	64.00
CIS-295	CAPSTONE PROJECT	165.00	170.00
CJ-205	CRIMINAL JUSTICE INTERNSHIP I	41.00	42.00
CJ-206	CRIMINAL JUSTICE INTERNSHIP II	41.00	42.00
CJ-210	CURRENT ISSUES IN CRIMINAL JUSTICE CAPSTONE	-	-
COL-103	COLLEGE SUCCESS	75.00	77.00
COM-104	VIDEO PRODUCTION	102.00	105.00
COM-105	INTRODUCTION TO DIGITAL MULTIMEDIA	102.00	105.00

<i>Course Number</i>	<i>Course Name</i>	<i>Academic Sessions for Fall 2018 through Summer 2019</i>	<i>Academic Sessions for Fall 2019 through Summer 2020</i>
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COM-106	DIGITAL VIDEO EDITING	102.00	105.00
COM-109	VIDEO PRODUCTION II, STUDIO PRODUCTION	102.00	105.00
CU-105	CULINARY FUNDAMENTALS	325.00	325.00
CU-107	GARDE MANGER	325.00	325.00
CU-109	CULINARY COOKING METHODS	325.00	325.00
CU-202	CULINARY EXTERNSHIP	-	325.00
CU-206	CONTEMPORARY FUSION CUISINE	425.00	425.00
CU-208	INTERNATIONAL CUISINE	425.00	425.00
DE-010	ACADEMIC ENGLISH I	102.00	105.00
DE-020	ACADEMIC ENGLISH II	102.00	105.00
DE-025	ADVANCED STUDIES IN ACADEMIC ENGLISH	31.00	32.00
ECE-202	SUPERVISED FIELDWORK I	-	325.00
ECE-203	SUPERVISED FIELD WORK II	-	325.00
ECE-210	CDA FIELD EXPERIENCE	165.00	170.00
EMT-207	EMERGENCY MEDICAL TECHNICIAN	265.00	270.00
ENP-030	ELS PRONOUNCATION & ORAL SKILLS	102.00	105.00
ENR-020	INTERMEDIATE ELS READING & SPEAKING I	102.00	105.00
ENR-030	INTERMEDIATE ELS READING & SPEAKING II	102.00	105.00
ENR-040	ADVANCED ELS READING & SPEAKING I	102.00	105.00
ENR-107	ADVANCED ELS READING AND SPEAKING	62.00	64.00
ENW-020	INTERMEDIATE ACADEMIC ELS WRITING I	102.00	105.00
ENW-030	INTERMEDIATE ACADEMIC ELS WRITING II	102.00	105.00
ENW-040	ADVANCED ACADEMIC ELS WRITING I	102.00	105.00
ENW-107	ADVANCED ACADEMIC ELS WRITING II	62.00	64.00
ES-101	INTRODUCTION TO ENGINEERING	62.00	64.00
ES-105	ENGINEERING GRAPHICS	165.00	170.00
ET-101	FUNDAMENTALS OF CAD	62.00	64.00
ET-111	DC SYSTEMS (PRINCIPLES OF ELECTRICAL CIRCUITS)	530.00	540.00
ET-112	AC CIRCUITS	530.00	540.00
ET-121	BASIC ELECTRONICS I	530.00	540.00
ET-204	AUTOCAD 3D MODELING & RAPID PROTOTYPING	530.00	540.00
ET-205	AUTOCAD CIVIL 3D MODELING	530.00	540.00
ET-206	AUTOCAD REVIT ARCHITECTURE 3D MODELING	530.00	540.00
ET-225	ELECTRONICS II	530.00	540.00
ET-226	DIGITAL CIRCUITS/SYSTEMS	530.00	540.00
ET-227	INTRODUCTION TO MICROPROCESSOR	530.00	540.00
ET-228	PROGRAMMING THE MICROCONTROLLER	530.00	540.00
ET-230	INTRO TO PROGRAMMABLE LOGIC CONTROLLER	530.00	540.00
ET-235	ADVANCED PROGRAMMABLE LOGIC CONTROLLER	530.00	540.00
ET-290	APPLIED CAPSTONE PROJECT LAB	530.00	540.00

<i>Course Number</i>	<i>Course Name</i>	<i>Academic Sessions for Fall 2018 through Summer 2019</i>	<i>Academic Sessions for Fall 2019 through Summer 2020</i>
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FR-101	ELEMENTARY FRENCH I	102.00	105.00
FR-102	ELEMENTARY FRENCH II	102.00	105.00
FR-201	INTERMEDIATE FRENCH I	102.00	105.00
FS-210	CURRENT ISSUES IN FIRE SCIENCE/CAPSTONE	-	325.00
GD-110	INTRODUCTION TO GRAPHIC DESIGN	230.00	235.00
GD-127	MICROCOMPUTER SOFTWARE III	230.00	235.00
GD-170	WEBSITE DESIGN AND TOOLS	230.00	235.00
GD-205	TYPOGRAPHY	230.00	235.00
GD-210	COMPUTER ENHANCED LAYOUT AND DESIGN	230.00	235.00
GD-211	ADVANCED GRAPHIC DESIGN	230.00	235.00
GD-230	PORTFOLIO PRESENTATION	230.00	235.00
GD-273	WEB GRAPHICS	230.00	235.00
GD-294	GRAPHIC DESIGN INTERNSHIP	230.00	235.00
GD-295	GRAPHIC DESIGN CAPSTONE	230.00	235.00
HIM-205	PROFESSIONAL PRACTICE EXPERIENCE II	-	325.00
HIM-212	COMPUTER APPLICATIONS IN HEALTHCARE ORGANIZATIONS	-	325.00
HS-207	HUMAN SERVICE/FIELDWORK I	102.00	105.00
HS-208	HUMAN SERVICE/FIELDWORK II	102.00	105.00
MA-010	BASIC MATHEMATICS	102.00	-
MA-010A	BASIC MATHEMATICS A	31.00	-
MA-010B	BASIC MATHEMATICS B	31.00	32.00
MA-025	ACCELERATED ALGEBRA - SELF-PACED	102.00	105.00
MA-025A	ALGEBRA A	31.00	31.00
MA-025B	ALGEBRA B	31.00	31.00
MA-108	COLLEGE ALGEBRA	41.00	41.00
MAE-101	PRINCIPLES & PRACTICES FOR MEDICAL ASSISTANTS	-	325.00
MAE-115	PHLEBOTOMY	-	325.00
MAE-200	CLINICAL PRINCIPLES FOR MEDICAL ASSISTANTS	-	325.00
MAE-250	MEDICAL ASSISTANT INTERNSHIP	-	325.00
MU-101	MUSIC FUNDAMENTALS	102.00	105.00
MU-102	COLLEGE ENSEMBLE	102.00	105.00
MU-115	INTRODUCTION TO MUSIC TECHNOLOGY	102.00	105.00
MU-132	MUSIC COURSE	102.00	-
MU-135	APPLIED MUSIC I	-	105.00
MU-136	APPLIED MUSIC II	-	105.00
MU-137	APPLIED MUSIC III	-	105.00
MU-138	APPLIED MUSIC IV	-	105.00
MU-139	APPLIED MUSIC V	-	105.00

<i>Course Number</i>	<i>Course Name</i>	<i>Academic Sessions for Fall 2018 through Summer 2019</i>	<i>Academic Sessions for Fall 2019 through Summer 2020</i>
MU-146	MUSIC COURSE	102.00	105.00
MU-170	FUNCTIONAL CLASS PIANO I	102.00	105.00
MU-171	FUNCTIONAL CLASS PIANO II	102.00	105.00
MU-180	EAR TRAINING I	102.00	105.00
MU-181	EAR TRAINING II	102.00	105.00
MU-190	AUDIO ENGINEERING I	102.00	105.00
MU-191	AUDIO ENGINEERING II	102.00	105.00
MU-270	FUNCTIONAL CLASS PIANO III	102.00	105.00
MU-280	EAR TRAINING III	102.00	105.00
MU-290	AUDIO ENGINEERING III	102.00	105.00
MU-295	MUSIC TECHNOLOGY INTERNSHIP	102.00	325.00
NUR-101	NURSING I	1,980.00	2,030.00
NUR-102	NURSING II	1,980.00	2,030.00
NUR-195	NURSING MOBILITY	265.00	270.00
NUR-201	NURSING III	1,980.00	2,030.00
NUR-202	NURSING IV	1,980.00	2,030.00
NUR-203	NURSING TRANSITION	265.00	270.00
PA-114	BAKING FUNDAMENTALS	325.00	325.00
PA-116	RESTAURANT BAKESHOP	325.00	325.00
PA-118	INTERMEDIATE BAKING	325.00	325.00
PA-212	BAKING INTERNSHIP	-	325.00
PA-216	ADVANCED PASTRY & BAKING I	425.00	425.00
PA-218	ADVANCED PASTRY & BAKING II	425.00	425.00
PE-114	FIRST AID, CPR, AND SAFETY	165.00	170.00
PE-116	CONCEPTS OF FITNESS & WELLNESS	165.00	170.00
PE-119	PREVENTION AND CARE OF ATHLETICS	165.00	170.00
PHE-212	OBSERVING PUBLIC HEALTH AGENCIES	165.00	170.00
PLB-110	PLUMBING I	560.00	560.00
PLB-115	PLUMBING II	560.00	560.00
PLB-150	PLUMBING CAPSTONE	62.00	62.00
PT-101	INTRO PHOTOGRAPHY	62.00	64.00
PY-101	COLLEGE PHYSICS I	165.00	170.00
PY-102	COLLEGE PHYSICS II	165.00	170.00
PY-120	PHYSICS I	165.00	170.00
PY-121	PHYSICS II	165.00	170.00

<i>Course Number</i>	<i>Course Name</i>	<i>Academic Sessions for Fall 2018 through Summer 2019</i>	<i>Academic Sessions for Fall 2019 through Summer 2020</i>
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RA-101	INTRODUCTION TO RADIOLOGIC SCIENCE	265.00	270.00
RA-102	PRINCIPLES OF RADIOLOGIC SCIENCE I	265.00	270.00
RA-103	RADIOLOGIC PRACTICUM I	980.00	1,000.00
RA-105	RADIOGRAPHIC IMAGING EQUIPMENT	265.00	270.00
RA-106	PRINCIPLES OF RADIOLOGIC SCIENCE II	265.00	270.00
RA-108	RADIOLOGIC PRACTICUM II	1,185.00	1,220.00
RA-110	RADIOLOGIC PRACTICUM III	1,185.00	1,220.00
RA-202	PRINCIPLES OF RADIOLOGIC SCIENCE III	265.00	270.00
RA-203	RADIOLOGIC PRACTICUM IV	1,185.00	1,220.00
RA-207	RADIOLOGIC PRACTICUM V	1,185.00	1,220.00
RA-209	ADVANCED RADIOLOGIC PRACTICUM	1,185.00	1,220.00
RM-105	DINING ROOM SERVICE	102.00	105.00
SC-103	NUTRITION	165.00	170.00
SC-104	ENVIRONMENTAL SCIENCE	165.00	170.00
SC-105	ASTRONOMY	165.00	170.00
SC-106	THE PHYSICS OF GREEN ENERGY	165.00	170.00
SC-109	INTRODUCTION TO FORENSIC SCIENCE	165.00	170.00
SC-202	INTRODUCTION TO GEOLOGY	165.00	170.00
SC-112	SPORTS NUTRITION	165.00	170.00
SC-290	SELECT TOPICS IN SCIENCE	165.00	170.00
SP-101	ELEMENTARY SPANISH I	102.00	105.00
SP-102	ELEMENTARY SPANISH II	-	105.00
WLD-110	INTRODUCTION TO WELDING FUNDAMENTALS	560.00	572.00
WLD-115	INTERMEDIATE WELDING	560.00	572.00
WLD-120	ADVANCED WELDING	560.00	572.00



Master Services Agreement

This Master Services Agreement (“Agreement”) is made as of the date of last signature below (“Effective Date”) between Tutor.com, Inc. (“Tutor.com”) and Passaic County Community College (“Customer”).

Recitals

A. Tutor.com provides online tutoring services.

B. Tutor.com has developed a technology platform for delivering real-time on-demand online tutoring services to its customers (“Tutor.com Platform”) consisting of, among other things, the Tutor.com Meeting Spaces Platform so that its own faculty, staff and students can provide online instruction-related services.

C. Customer desires to purchase online tutoring services from Tutor.com and to access the Tutor.com Meeting Spaces Platform so that its own faculty, staff and students can provide online instruction-related services.

Therefore, the parties agree as follows:

1. Services. Tutor.com will provide to Customer and its Users the online tutoring services (“Services”) set forth in service orders (“Service Orders”), the first of which is attached hereto as Exhibit A and each of which is part of this Agreement. “User” means students who are properly registered to attend classes at Customer. Tutor.com provides the Services through the Program Site and Online Classroom, and during the term of this Agreement and subject to the terms and conditions of this Agreement, Tutor.com grants Customer and its Users the non-exclusive, non-transferable right to access the Program Site and Online Classroom in connection with the Services.
2. Tutor.com Platform. Tutor.com grants Customer a non-exclusive, non-transferable, royalty-free license to the Tutor.com platform for unlimited use by Customer faculty, staff and students for Meeting Spaces activities. The term of the foregoing license will be for the period specified in Service Orders.
3. Technical Support. Tutor.com will provide technical support for the platform. Technical support requests will be submitted to clientsupport@tutor.com. Tutor.com will use commercially reasonable efforts to provide an initial response to technical support requests within 1 business day. From time to time, Tutor.com may release updates (including but not limited to mandatory bug fixes) to the Platform.
4. Setup. Tutor.com will set up the Services and the Tutor.com Platform for launch on dates mutually agreeable to the parties. Customer will provide Tutor.com with all information and other cooperation needed to set up and launch the Services and the Tutor.com Platform.
5. Payment. The fees for the Services and the Tutor.com Platform will be set forth in Services Orders and will be invoiced in accordance with the Service Orders. Customer will pay invoices within 45 days of the invoice date unless otherwise specified in the Service Orders. Tutor.com may suspend the Services and access to the Tutor.com Platform and technical support if any amounts remain unpaid 45 days after the due date. All fees are net of taxes, except for taxes on Tutor.com’s income. If Customer is exempt from taxes, Customer will provide its state tax exemption certificate.
6. Representations and Warranties.

- a. Each party represents and warrants to the other that (i) it will comply with all applicable laws and regulations in connection with its performance under this Agreement and (ii) the individual signing this Agreement on its behalf has the authority to do so.
- b. Tutor.com represents and warrants that it will perform the Services in a professional manner in accordance with industry standards. Customer's sole remedy for a breach of this warranty is re-performance of the particular Services that breached the warranty at no additional charge.
- c. Tutor.com represents and warrants that the Meeting Spaces platform will perform materially in accordance with the documentation for the Provider Software provided by Tutor.com. Customer's exclusive remedy for a breach of this warranty will be (i) the correction of the errors that caused the breach of the warranty; (ii) replacement of the Provider Software; or (iii) if neither of the foregoing can be reasonably effected by Tutor.com, termination of this Agreement and refund of the fees paid for the Tutor.com Platform and technical support for the then-current term of this Agreement, prorated for the number of days remaining in the then-current term. The foregoing warranty does not apply to any beta versions of the Provider Software.
- d. Tutor.com represents and warrants that it uses commercially reasonable efforts to prevent the introduction of software viruses, trojan horses, worms, trap doors or other malicious computer instructions into the Tutor.com Platform.
- e. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE TUTOR.COM PLATFORM ARE PROVIDED "AS IS" AND TUTOR.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TUTOR.COM MAKES NO WARRANTY THAT THE SERVICES OR THE TUTOR.COM PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES OR THE TUTOR.COM PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES OR THE TUTOR.COM PLATFORM WILL BE CORRECTED.

7. Indemnification. Tutor.com will defend Customer, at Tutor.com's expense, against any claim, demand, suit, or proceeding ("Claim") brought against Customer by a third party alleging that the Tutor.com Platform infringes or misappropriates an intellectual property right of the third party and will indemnify Customer for and hold Customer harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, provided that Customer (a) promptly gives Tutor.com written notice of the Claim; (b) gives Tutor.com sole control of the defense and settlement of the Claim (provided that Tutor.com may not settle any Claim that imposes liability on, or contains any admission of fault by, Customer without Customer's consent); and (c) provides to Tutor.com reasonable assistance necessary for Tutor.com to defend or settle the Claim. If Customer's use of the Tutor.com Platform is enjoined in connection with the Claim, Tutor.com may choose to either modify the Tutor.com Platform to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Tutor.com Platform or if these alternatives are not commercially reasonable, Tutor.com may terminate this Agreement and refund the fees paid for the Tutor.com Platform and technical support for the then-current term of this Agreement, prorated for the number of days remaining in the then-current term. Tutor.com will have no indemnification obligation for any Claim to the extent the Claim

arises from or is based upon the use of the Service or the Tutor.com Platform in an unlawful or unauthorized manner. The provisions of this section state the sole, exclusive and entire liability of Tutor.com to Customer with respect to any Claim described in this section.

8. Term and Termination.

- a. The term of this Agreement is from the Effective Date through the date of termination by either party. Either party may terminate this Agreement upon 30 days prior written notice to the other if no Service Order is in effect.
- b. Either party may terminate this Agreement (or any Service Order) upon written notice to the other if the other party commits a material breach of this Agreement (or the Service Order) that remains uncured for 30 days following written notice of the breach.

9. User Information. Tutor.com will not disclose to any third party any personally identifiable information of a User without first obtaining the prior written consent of both the User and the Customer, which consent may be withheld in the sole, absolute and unreviewable discretion of either the User or the Customer except as otherwise provided in Tutor.com's privacy policy. Subject to the foregoing, Tutor.com is entitled to use such information in accordance with applicable law and its privacy policy. A copy of the Tutor.com privacy policy is attached as Exhibit B.

10. Certain Obligations and Restrictions.

- a. Customer is responsible for the compliance of its Users and Customer Providers with this Agreement. Customer will not allow the Services or the Tutor.com Platform to be used by any person who is not a User or Customer Provider. Customer will notify Tutor.com promptly of any known or suspected breach of Tutor.com's rights to the Services or the Tutor.com Platform that comes to its attention and will reasonably cooperate in Tutor.com's efforts to protect its rights.
- b. Customer and its Users and Customer Providers will not (i) use, copy, create derivative works of, display, or modify the Services (including any content available through the Services) or the Tutor.com Platform except as permitted by this Agreement, or (ii) decompile, reverse engineer, or otherwise attempt to discover any source code of the Tutor.com Platform.
- c. Customer and its Users and Customer Providers will not upload to or distribute or publish through the Tutor.com Platform any content (i) which is libelous, defamatory, threatening, or otherwise unlawful, (ii) which is obscene or pornographic, (iii) which violates any person's privacy or publicity rights, or (iv) which violates the intellectual property or other proprietary rights of any person.
- d. Customer and its Users and Customer Providers will not (i) attempt to gain unauthorized access to the Services or the Tutor.com Platform or use or access the Services or the Tutor.com Platform in a way intended to avoid fees, (ii) interfere with or disrupt the Services or the Tutor.com Platform or (iii) upload to or distribute through the Tutor.com Platform any viruses, Trojan horses, worms, or other similar programs.
- e. Customer and its Users and Customer Providers will not export or re-export the Tutor.com Platform in violation of any applicable laws or regulations.
- f. All marketing and other communications by Customer that refer to the Services (which include but are not limited to Tutor.com, Live Homework Help®, and SkillsCenter resource library),

as well as all Customer web pages that refer to or link to the Service site, must include the "Tutor.com" logo or the words "Powered by Tutor.com", and include the ® symbol. Customer will not delete or alter the copyright, trademark, or other proprietary notices of Tutor.com appearing on the Services or the Tutor.com Platform.

11. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTION 13 OR A BREACH OF TUTOR.COM'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TUTOR.COM'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TUTOR.COM UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

12. Proprietary Rights. Tutor.com retains all rights, title, and interest in and to all aspects of the Services and the Tutor.com Platform, including but not limited to any changes to or derivative works of the Services or the Tutor.com Platform.

13. Confidentiality.

- a. Except as otherwise provided in this Agreement, each party will retain the other party's Confidential Information (as defined below) in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. If there is a breach of this Section 13, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.
- b. "Confidential Information" means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as "Confidential" or "Proprietary," or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party's possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to be disclosed, provided that the receiving party will notify the disclosing party before disclosing the Confidential Information.

14. Notices. Any notice under this Agreement will be in writing and be deemed given if: (i) personally delivered; (ii) sent by overnight courier, with proof of delivery; (iii) sent by registered or certified U.S. mail, return receipt requested, or (iv) delivered by email, to the parties as set forth below.

If to Tutor.com:
Tutor.com, Inc.
110 E. 42nd Street, 7th Floor

If to Customer:
Passaic County Community College
One College Boulevard

New York, NY 10017
Attn: Legal Department
Email: legal@review.com

Paterson, NJ 07505
Attn: General Counsel
Email: mcerone@pccc.edu

15. Miscellaneous Provisions. If there is a conflict between this Agreement and any Service Order, this Agreement will control unless the Service Order expressly provides otherwise. No provision of this Agreement will be deemed waived unless waived in writing. Sections 5, 7, 9, 11, 12, 13, 14, 15, and 16 and any other provisions which would reasonably be expected to survive the termination of this Agreement will so survive. The terms in any purchase order (other than the offerings, quantities, and prices) will not be binding on Tutor.com. Neither party will be responsible for any delay in performance or failure to perform due to causes beyond its reasonable control. No joint venture, partnership, employment or agency relationship exists between the parties as a result of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that Tutor.com may assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, reorganization, consolidation, or sale of all or substantially all of its stock or assets. Subject to the preceding sentence, this Agreement shall be binding upon the parties and their permitted successors and assigns. There are no intended third party beneficiaries of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be governed by the laws of the state where Customer is located, without regard to its conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with the other provisions remaining in full force and effect. Except for hiring an employee of the other party to fill a job opening that was publicly announced and to which the applicable employee responded, during the term of this Agreement and for 1 year following its termination or expiration, neither party will hire or directly or indirectly solicit any employee of the other party who has performed obligations under this Agreement or with whom a party came into contact in connection with this Agreement without the prior written consent of the other party. This Agreement comprises the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written negotiations, understandings, and agreements.

Accepted and agreed to by:

Tutor.com, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A**INITIAL SERVICE ORDER UNDER MASTER SERVICES AGREEMENT**

This order for the offerings listed below constitutes a Service Order under the Master Services Agreement to which this order is attached between Tutor.com, Inc. ("Tutor.com") and Passaic County Community College ("Customer").

Customer Primary Contact Information	Tutor.com Primary Contact Information
Name: Peter Hynes	Name: Jim Barnes
Customer: Passaic County Community College	Address: Tutor.com
Address: One College Blvd.	Address: 110 E. 42 nd Street, 7 th Floor
City, St, Zip: Patterson, NJ 07505-1179	City, St, Zip: New York, NY 10017
Telephone: 973-684-6602	Telephone: 410-991-8305
Email: phynes@pccc.edu	Email:

Customer Billing Contact Information	Tutor.com Billing Contact Information
Name: Steven Hardy	Name: Customer Invoicing
Customer: Passaic County Community College	Telephone: 800-444-0189
Address: One College Blvd.	Email: customerinvoicing@tutor.com
City, St, Zip: Patterson, NJ 07505-1179	
Telephone: 973-684-6036	
Email: shardy@pccc.edu	

Ordered Services: Tutor.com agrees to provide Customer the offerings listed below.

Description of Offerings	Start Date	End Date	Number of Hours (if applicable)	Price
Live, One-To-One Customized Tutoring Services:* <ul style="list-style-type: none"> Tutor.com for Higher Education (English) 24 Hours a day**	July 1, 2019	June 30, 2020	7,540 hours	\$26 per hour†
Customer will pay for tutor hours on a monthly in arrears basis. Hourly rate includes monthly and on demand reporting.				
License for and access to the Tutor.com Platform for unlimited users who are Meeting Spaces users	Same as above	Same as above	N/A	7,500
Technical support for the Tutor.com platform:	Same as above	Same as above	N/A	Included
Predictive Insights				Included
Custom Integration				\$500
Implementation Fee for Tutoring Services				\$500
Implementation and Training Fee for the Tutor.com Platform				\$1,500
Total***				\$10,000

*As of the Effective Date of the Agreement, the Services are offered 361 days of each standard year, and 362 days of each leap year. The Services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays the

Services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day (all times Eastern). Tutor.com may change the availability of Services and will notify Customer of any changes.

** Newer subjects may have more limited hours

***Customer agrees to pay \$10,000 for the platform license and implementation/integration fees within 45 days of contract execution. Customer will be invoiced monthly for actual tutoring hours consumed in the previous month, payable within 45 days.

† Time will be billed to the hundredth of a minute. There will be no charge for connections of less than 1 minute.

Term: The initial term of this Service Order will be from the Start Date to the End Date listed above. .

Fees: Customer agrees to pay Tutor.com the fees set forth in this Service Order, which do not include taxes. Tutor.com reserves the right to change the fees for any renewal term by giving Customer written notice of such change no later than 45 days prior to the end of the then-current term. If Tutor.com increases such fees for a renewal term, Customer will have the right to terminate this Service Order by giving written notice to Tutor.com within 15 days following Customer's receipt of such notice of fee change. **Taxes, if applicable, will be included in the invoice sent by Tutor.com to Customer unless Customer provides a state tax exemption certificate.**

Invoicing and Payment: Tutor.com will invoice Customer in the initial term and any renewal term of this Service Order upon execution of the Agreement and upon the start date of the renewal term, respectively, unless different payment terms are specified here: None

Customer will make payment via ACH.

If Customer requires a purchase order to order the Services, Customer will specify here:

[check if purchase order is required].

*Resolution
Commending
Trustee Deborah E. Ciambrone*

In Appreciation for your
Dedication and Service as a Trustee of the
Passaic County Community College
Board of Trustees
2017 to 2019

Richard A. DuHaime

Yolanda Esquiche

Dennis F. Marco

Alonzo Moody

Taina Pou

Carlos Rodriguez

Sharon C. Smith

Ronak Trivedi

Alex Medina, Alumni Representative

Michael A. Cerone, College Counsel

Steven M. Rose, President/Secretary

Barbara Tanis, Vice Chairwoman

Harvey J. Nutter, Chairman

DATED: June 18, 2019

**PASSAIC COUNTY COMMUNITY COLLEGE
ADJOURNMENT**

Offered by MARCO Seconded by SMITH

BOARD OF TRUSTEES	YES	NO
DuHaime	X	
Esquiche	X	
Marco	X	
Moody	Absent	
Pou	Absent	
Rodriguez	Absent	
Smith	X	
Trivedi	X	
Tanis	X	
Nutter	X	

DATED: JUNE 18, 2019