## **EXHIBIT B**



### BOARD OF TRUSTEES Bylaw, Policy, and Curriculum Committee Agenda Items

To:

**Board of Trustees** 

From:

Office of the President

Date:

November 30, 2011

The following Bylaw, Policy, and Curriculum Committee items are recommended to the Ocean County College Board of Trustees for approval at its meeting on Monday, December 5, 2011:

- 1. Recommend approval of a Tri-Party Memorandum of Understanding by and among TimeCruiser Computing Corporation, Ocean County College, and Tianjin Radio and TV University to undertake a pilot Project during the spring 2012 semester to assess the viability of establishing an accredited online distance learning Project in the People's Republic of China (Exhibit B-1)
- 2. Recommend approval of the following items, as accepted by the College Senate at its meetings on October 19 and November 16, 2011:
  - a. Course Status Changes Inactive (Exhibit B-2)
  - b. New Course
    - 1) MUSC 132, Introduction to Guitar Instruction II (Exhibit B-3)
  - c. Revised Courses
    - 1) MUSC 173, 174, 273, and 274, Concert Band I, II, III, and IV (Exhibit B-4)

Bylaw, Policy, and Curriculum Committee Committee Meeting Agenda November 30, 2011 Page 2

- d. Revised Policies
  - 1) Policy #5132, Students, General Requirements (Exhibit B-5)
  - 2) Policy #5144, Students, Withdrawal, Refund (Exhibit B-6)
- e. Rescinded Policy
  - 1) Policy #5143, Students, Withdrawal, Continuing and Professional Education Courses (Exhibit B-7)
- 3. Recommend revision to Policy #3111, Personnel, Academic, General Qualifications (Exhibit B-8)
- 4. Recommend the temporary suspension of Policy #3074, Alcohol- and Drug-Free Workplace, and Policy #5246.1, Campus Life, Drugs, during the hours of the Holiday Party, which is scheduled to be held on campus on Friday evening, December 9, 2011

### **EXHIBIT B-1**

# MEMORANDUM OF UNDERSTANDING BY AND AMONG TIMECRUISER COMPUTING CORPORATION, OCEAN COUNTY COLLEGE, AND TIANJIN RADIO & TV UNIVERSITY

This Memorandum	of	Understanding	is	made	and	entered	into	on	,	2011,	by
and among:											-

- TIMECRUISER COMPUTING CORPORATION, a company duly incorporated under the laws of the State of New Jersey, the United States, with the registered office at 9 Law Drive, Fairfield, New Jersey 07004, U.S.A., and its affiliate <u>TIMECRUISER</u> <u>COMPUTING CORPORATION, SHANGHAI</u>, a company duly incorporated under the laws of the People's Republic of China (hereinafter as "PRC"), with the registered office at Room 1903, Kung Yang International Business Plaza, No. 798, Zhao Jia Bang Road, Shanghai 200030, China (collectively referred to hereinafter as "TCC");
- OCEAN COUNTY COLLEGE, a public two-year community college sponsored by Ocean County and the State of New Jersey, U.S.A. (hereinafter as "OCC"); approved by the New Jersey Commission on Higher Education, and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools;

and

- 3. <u>TIANJIN RADIO & TV UNIVERSITY</u>, a public university established under the auspices of the Tianjin Municipal Education Commission of the Tianjin Municipal People's Government, the People's Republic of China, and its subsidiary <u>TIANJIN</u> <u>DISTANCE LEARNING CENTER</u> (collectively referred to hereinafter as "TJRTVU").
- WHEREAS, TCC is in the business of developing, marketing, and selling education technology and services for online distance learning purposes;
- WHEREAS, OCC is a public higher education institution in the United States that expects to recruit students outside the United States to study at a teaching location of the Project as defined below;
- WHEREAS, TJRTVU is a public higher education institution in the People's Republic of China that wishes to assist OCC in identifying suitable prospective students from within the Tianjin Territory with enrollment and study at a teaching location of the Project. TJRTVU will also provide other student services such as advising and tutoring on an ongoing basis;
- WHEREAS, TCC and TJRTVU will always be in full compliance with the U.S. Foreign Corrupt Practices Act in conducting business in China on behalf of the Tri-Party Agreement and in particular on behalf of OCC;

Tri-Party Agreement	-Page 1 of 19-	Initials: OCC

- WHEREAS, OCC has approval from the Middle States Association/Commission of Higher Education (MSA/CHE) to do a pilot Project to assess the viability of establishing the online learning Project in China;
- WHEREAS, the pilot Project will be limited to the provision of five academic courses offered to two cohorts of students. The first cohort of 25 students will take the Business Administration degree option. The students will take four courses listed in Exhibit A during the spring 2012 semester. The second cohort of 25 students will be taking the Computer Science degree option. Those students will take the four courses listed in Exhibit A during the spring 2012 semester;
- WHEREAS, OCC has filed a Substantive Change Report with the Middle States Association to describe the pilot Project and OCC's intention upon completion of the pilot program to make the arrangements with the partners permanent and offer a minimum of two full degree programs online to Tianjin students;
- WHEREAS, at the end of the pilot, OCC will evaluate and discuss with the partners the viability of the project and determine whether the project can move into full operation, should be extended as a pilot for another semester, or should be terminated. If the project is to be terminated, the students enrolled in the initial and any extended pilot will be provided the opportunity to complete their selected OCC associate degrees (64 credits);
- WHEREAS, the purpose of this Agreement is to guide and direct a pilot Project to build a cooperative framework among TCC, OCC, and TJRTVU for establishing an accredited two-year online distance learning project in the People's Republic of China for students from within the PRC to pursue higher education goals, as well as to prepare said students for the possibility of future transfer to baccalaureate programs at four-year colleges and universities in the United States;
- WHEREAS, the academic goal of the intended Project is to develop a distance learning environment for students from within the PRC and to provide said students with effective access (based on bandwidth limitation in China) to online educational resources offered by higher education institutions in the United States;
- NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth in this Agreement, it is agreed by and among the Parties as follows:

#### **AGREEMENT**

#### 1. THE PROJECT

- 1.1 Project. TCC, OCC, and TJRTVU hereby agree to and undertake a pilot Project to assess the viability of establishing an accredited online distance learning Project in the People's Republic of China, initially in the City of Tianjin ("Territory"), intended to allow students from within said Territory to pursue higher education provided by Ocean County College, an accredited United States higher education institution, as well as to prepare such students interested in future transfer to baccalaureate programs at four-year colleges and universities in the United States.
- 1.2 <u>Main Components</u>. The pilot Project is composed, in the main, of the following components:
  - a. Five accredited courses totaling 15-16 credits, with an average of 3 credits per course, offered for the Business Administration and Computer Science academic disciplines to be provided and administered by OCC, with such earned credits transferable to four-year colleges and universities that have established articulation agreements with OCC in either the State of New Jersey or elsewhere in the United States listed in Exhibit B ("Affiliations"), as well as other colleges and universities of choice in the United States. An academic year is equivalent to 12 months, which is further divided into two 15 week semesters. For the pilot Project, OCC will offer four courses during the spring 2012 semester to two cohorts of students listed in Exhibit A. The tuition and other applicable fees for the courses offered in the pilot Project are set at the rates below, which will be regularly updated and confirmed collectively by the Parties to this Agreement in writing:

Tuition: 300 U.S. dollars per credit, per semester, plus the costs of textbooks and other course materials not included in electronic format within the course;

- b. A localized e-learning platform offered by TCC with course materials and information about the Project provided by OCC available in electronic form which enrolled students may have access to via the internet ("E-Platform"). The copyright, patent, trademark, and other proprietary knowledge and intellectual property rights related to the technical operation of the E-Platform environment incorporated in, used by, or developed in association with the E-Platform will be vested in and are hereby reserved by TCC, unless and until otherwise specifically agreed to in writing by TCC and OCC. TCC reserves the right to license to other third parties any such intellectual property rights and/or future product(s) developed by TCC for the purpose of the Project. OCC maintains all intellectual property rights, patents, copyrights, and other ownership rights related to the course content and design;
- c. Students from within the Territory who meet the admissions requirements listed in Exhibit C and complete the course placement procedures of the Project recruited through TJRTVU ("enrolled students") who study in said Territory where the E-Platform may be accessed via the internet;

- d. TJRTVU will recruit student tutors within the Territory and certify that all such tutors are competent and knowledgeable in the academic discipline for which they are employed;
- e. OCC will be responsible for providing student tutors with a description and explanation of the appropriate behavior associated with tutors in the academic environment. This will be provided through an electronic modality;
- f. TCC will provide training to navigate the e-learning platform to both students and tutors.
- 1.3 <u>Degree Conferral</u>. The courses being offered in the pilot Project fulfill in part the graduation requirements for OCC's Business Administration and Computer Science academic programs.
- 1.4 <u>Transfer.</u> Enrolled students who complete the full program and meet the requirement for graduation will receive an OCC associate degree and full support to transfer to the school of their choice in the U.S. However, admission to any specific four-year school cannot be guaranteed by OCC. If the project is terminated, students in the initial and any extended pilot project will be given the opportunity to complete the full program, receive an OCC associate degree, and be assisted in transferring to a four-year college in the U.S.

#### 2. TCC COVENANTS

TCC hereby acknowledges covenants and agrees to provide the following services to OCC and TJRTVU:

- 2.1 That it will provide the E-Platform, including hosting services, telephone services, any updates, modifications, and revisions thereof, as required, and any associated services necessary for reasonable use thereof, for the purpose of implementing the Project;
- 2.2 That it will import and migrate the initial instance of the academic course materials provided by OCC that were designed in other Learning Management System platforms (Blackboard's WebCT and e-College's Learning Studio) into the TCC E-Platform for each course. Such materials include textbooks, syllabi, assignments, activities, examinations, pedagogical files, and assessment instruments designed, developed, and taught (except updates which will be applied directly to the E-Platform) by OCC or agents thereof for the Project ("Course Materials");
- 2.3 That it will support integration of the Online Registration System, Student Information System, or any necessary Enterprise Resource Product system used by OCC with the E-Platform;
- 2.4 That it will provide daily management, maintenance, and technological support regarding the E-Platform and associated services as indicated in Section 2.2 above. TCC will perform repair, correction, or replacement, within a reasonable period of

- time, upon notice by OCC and/or TJRTVU, of any defects or problems with the E-Platform and associated services thereto;
- 2.5 That it will coordinate with OCC and TJRTVU for local support training, marketing, and support services for prospective students of the Project ("prospective students");
- 2.6 That it will coordinate with OCC and TJRTVU to provide a timely support mechanism for students taking courses offered by this Project to assist them with technical issues related to the TCC E-Platform and to do tier one analysis and triage of course issues for the faculty member or OCC technical resources; and
- 2.7 That it makes no express or implied warranty regarding the E-Platform, including but not limited to the implied warranty of fitness for a particular purpose. In no event will TCC be liable for damages for loss of data, profits, or use of the E-Platform for special, indirect, incidental, or consequential damages. However, TCC is responsible for maintaining regular (24 hours) backup copies of the OCC Portal instance and course files so that they can be reloaded to the system following a system failure.

#### 3. OCC COVENANTS

OCC hereby acknowledges covenants and agrees to provide the following services to TCC and TJRTUV:

- 3.1 That it will provide or procure, as well as regularly update, the orientation courses and the course materials for the enrolled students of the Project in forms and manners compatible with TCC's E-Platform;
- 3.2 That it will provide course instructors to teach the course materials asynchronously via E-Platform and, in the future, synchronously may provide these services via web conferences (e.g., Skype, GoToMeeting) to the enrolled students of the Project;
- 3.3 That it will develop and devise the following procedures for implementing and administering the Project:
  - a. An application procedure for enrolling the prospective students;
  - b. A set of admission and placement requirements (Exhibit C);
  - c. An enrollment procedure, including a "registration period" and an "online registration system" compatible with the E-Platform;
- 3.4 That it will provide regularly updated marketing materials on application procedures, admission requirements, enrollment procedures, and other relevant information regarding the Project;
- 3.5 That it will duly process and evaluate all completed applications from prospective students recruited through TJRTVU to ensure that the applicants have met the admissions and placement requirements (Exhibit C) of the College;

- 3.6 That it will provide institutional and academic guidance, evaluation, and oversight, including any academic requirements for students set forth in articulation agreements with Affiliations, for the Project;
- 3.7 That it will provide programs and courses, as needed, to accommodate all prospective students generated for the Project under this Agreement (limited to 50 students in the pilot semester of the Project). OCC will retain control and decision-making authority over all academic content and programmatic components of the Project;
- 3.8 That it will provide support to the online programs in alignment with support provided to other OCC programs, except for those services provided by TCC and TJRTVU under this Agreement;
- 3.9 That it will be responsible for review and verification of credentials, appointment, and coordination of course instructor(s), faculty/facilitators, and their staff and their activities. OCC will also be responsible for ensuring that an appropriate number of faculty members are available to meet the needs of the Project and projected student enrollment growth;
- 3.10 That it will be responsible for all course instruction and related student and academic support activities and functions, except the local tutoring, advising, and student support provided in the Territory by TCC and TJRTVU;
- 3.11 That it will provide and exercise control over the content and quality of the curriculum and related course materials. Notwithstanding the foregoing, OCC will be open to any suggestions concerning the effectiveness of the courses being offered;
- 3.12 That it will be responsible for all decisions regarding the admission and registration criteria of students. OCC will provide admissions resources that are dedicated solely to the Project. OCC commits to complete and communicate the results of all official transcript evaluations for the Project within 72 hours or as soon as possible following receipt of the respective student's completed file (excluding weekends and holidays);
- 3.13 That it will be responsible for granting course credits to students successfully completing a course;
- 3.14 That it will be responsible for processing and maintaining all academic and administrative records for students who are enrolled in the Project;
- 3.15 That it hereby grants TJRTVU and TCC the right and license to reproduce, display, and use the name, trade names, trademarks, service marks, logos, symbols, and trade dress owned or licensable and provided by OCC which are applicable to OCC and/or the Project to facilitate student identification and enrollment activities and to support and service the Project;

- 3.16 That it will provide a Project manager to facilitate and manage the performance of OCC's obligations under this Agreement, as well as to provide coordination with TJRTVU and TCC on all activities related to the Project;
- 3.17 That it will cooperate with TJRTVU and TCC and provide assistance as is reasonably requested by them to support the performance of their duties under this Agreement;
- 3.18 That it will make available for an additional student fee Developmental and ESL courses to assist any student who may wish to utilize these services. These services and courses will not be available during the term of this pilot;
- 3.19 That TJRTVU and TCC will guarantee that any test results involving the use of Accuplacer or any other placement or diagnostic instrument will be sent directly to OCC.

#### 4. TJRTVU COVENANTS

TJRTVU hereby acknowledges covenants and agrees to provide the following services to TCC and OCC:

- 4.1 That it will provide personnel to receive training from OCC and TCC and to represent OCC in marketing, student identification, and enrollment for the Project in the Territory in an ethical, honest, truthful, responsible, and accurate manner so as to uphold the reputation of TJRTVU and OCC;
- 4.2 That it will provide TCC and OCC with timely market intelligence and activities taken regarding student identification and enrollment, promotion of the Project, potential opportunities, or other relevant information regarding the higher education and e-learning industry in the Territory;
- 4.3 That it will notify and update TCC and OCC in a timely manner on its compliance with all relevant Chinese governmental laws, regulations (central government, provincial, city, etc.), and new legislative or policy changes that TJRTVU reasonably believes may affect the administration of the Project;
- 4.4 That it will acquire, update, extend, and/or renew all permits, licenses, identifications, authorizations, approvals, and certificates as required by applicable laws and regulations for the Project in the Territory and certify these actions to OCC;
- 4.5 That it will provide, manage, and monitor the local tutors and their activities to ensure that the enrolled students will receive quality assistance and tutoring;
- 4.6 That it will administer and supervise the local proctored exams taken by enrolled students in accordance with the exam requirements of the Project as set out by OCC so as to ensure a fair and just evaluation for all enrolled students;
- 4.7 That it will facilitate local teaching location(s) with web video conferencing capability whereby OCC faculty can hold pre-scheduled synchronous sessions with enrolled students;

- 4.8 That it will identify and provide enrollment support for 25 students (maximum) per cohort, which is set by OCC as the online class size;
- 4.9 That it will perform all administrative services that are related to the official student services component of the Project (for example, administrative services and assisting students with the admissions and enrollment processes);
- 4.10 That is will provide a secure test site. This will be designated as an OCC remote site for administering any placement or diagnostic testing that will be required during this pilot and during the life of the Project. Once the Accuplacer system is set up at TJRTVU, it will test the enrolled students so that OCC has baseline information about the academic skill levels of the student population.

#### 5. FINANCIAL ARRANGEMENTS

- 5.1 TJRTVU will establish a Project bank account to be used for the sole purpose of collecting student payments and distributing revenue shares to OCC and TCC;
- 5.2 OCC will establish a registration period prior to the start of each semester. The registration period will end before the start of classes to ensure that all students are properly enrolled before the course starts;
  - TJRTVU will collect student record information during the established registration period. TJRTVU will submit the student record to OCC in relation to each student to be enrolled, via E-Platform, which shall contain the following:
  - a. Personal information including, but not limited to, the name, contact address, permanent address, telephone number, e-mail address, national identification number, and other information of said student in accordance with the established rules of OCC;
  - b. Such other information as required by OCC is found in Exhibit D;
- 5.3 Within two business days (Monday through Friday) of receipt of the student record information from TJRTVU, OCC will create a student record and student ID number. The individual students will then register online using the OceanCruiser China Portal and Datatel's WebAdvisor system with OCC. Immediately upon registration in courses, the students will receive an invoice from OCC electronically via Web Advisor. The invoice will be in U.S. Dollars;
- 5.4 Students will wire payment in Yuan directly to the project bank account established by TJRTVU. Payments are due to the project bank account within three business days of registration. Students must reference their student ID numbers when paying their bills. The student shall pay any bank wire transaction fees;
- 5.5 The course tuition and fees will be paid in full by prospective students prior to acquiring enrolled student status. Students who register but do not pay in full within three business days may be dropped from the course. Students who are

- dropped for non-payment will not be permitted to re-enroll during the current semester. Students may enroll in future semesters;
- 5.6 TJRTVU will receive a daily report from the Project bank detailing the student deposits made to the account and the Yuan to U.S. Dollar conversion rate for that day. A report detailing the wire transfer record and corresponding student ID numbers as well as the total tuition received into the designated Project bank account will be provided to OCC and TCC on a weekly basis during the registration period. OCC and TCC will review the report and notify TJRTVU of any discrepancies within five business days;
- 5.7 The funds received shall be posted to the students' accounts in the Datatel Student Administrative System within five (5) business days of receipt of OCC's share of the tuition and fees:
  - Student tuition and fees are non-refundable after the student enrollment information is sent to OCC five days prior to the start of the semester;
- 5.8 Course tuition and fees will be distributed to the Parties in accordance with the revenue allocation procedure as specified in Section 5.9 below. Any bank charges in relation to the revenue allocation procedure will be equally shared among the Parties. Following the distribution of funds each semester, the remaining balance in the bank account will be the property of OCC and transferred to OCC by TJRTVU;
- **5.9** Revenue Allocation. Revenue allocation will be conducted in accordance with the following procedure:
  - a. The revenue allocation will be conducted once a semester, will be performed by TJRTVU, and will be based on the reconciled reports of tuition and fees collected, in accordance with Section 5.6 above;
  - b. TCC, OCC, and TJRTVU hereby agree that the revenue will be distributed as follows:
    - 1) Thirty percent (30%) of the tuition revenue will be transferred to TJRTVU by wire transfer in Yuan from the Project account in China to an account designated by TJRTVU. The transfer will take place one business day before the start of the semester. TJRTVU's share of the revenue will remain in China at all times and will remain in Yuan at all times:
    - 2) Thirty percent (30%) of the tuition revenue will be distributed to TCC by a wire transfer in Yuan from the Project account in China to an account designated by TCC five business days before the start of the semester. TCC's share of the revenue will remain in China at all times and will remain in Yuan at all; and
    - 3) Forty percent (40%) of the tuition revenue will be wired to a designated OCC bank account in the United States in U.S. dollars five business days before the start of the semester. A final student roster and detailed payment information will be provided to OCC;

One hundred percent (100%) of the fee revenue will be wired to the designated OCC bank account in the United States. TJRTVU will distribute any remaining revenue to OCC in accordance with the above procedure no later than 30 days after the start of each semester. The revenue distribution will be consistent with the reconciled reports detailed in above Section 5.6;

- 5.10 Expense Incurred. Unless otherwise stated, each Party will be responsible for its own expenses incurred in performing this Agreement without remuneration and/or reimbursement of any sort;
- 5.11 <u>Taxes</u>. Each Party will be responsible for paying its own taxes arising from this Agreement. If applicable, TJRTVU will provide TCC and OCC with valid tax exemption documentation for the Territory, and TCC and OCC will provide TJRTVU with the same for the United States. Each Party will provide all reasonable assistance to all other Parties in connection with withholding taxes by promptly:
  - a. Providing valid tax receipts and other required documentation evidencing payment of any withholding taxes;
  - b. Completing appropriate applications that would reduce the amount of withholding taxes to be paid by the other Parties; and
  - c. Notifying and assisting the other Parties in any audit or tax proceedings related to this Agreement.

#### 6. COVENANTS

The Parties hereby further agree that:

- **6.1 Exclusivity.** TCC will be the exclusive service provider for OCC and TJRTVU for the E-Platform or any digital platform carrying a similar or identical function within the Territory throughout the term of this Agreement;
- 6.2 <u>Right of Mutual Assistance</u>. Each Party has the right to require other Parties to furnish reasonable assistance in performing the Agreement;
- 6.3 <u>Benchmark</u>. TCC, OCC, and TJRTVU will each prepare a timetable under which major performance benchmarks for the Project are set for the purpose of evaluation ("timetable").

#### 7. TERMINATION

- 7.1 <u>Term of Agreement</u>. This Agreement is effective as of the date on the front page of this Agreement and terminates at the end of the MOU Pilot Project;
- 7.2 <u>Termination</u>. If at the end of the pilot Project, continuation of the Project is deemed not viable by the Parties, this Agreement shall expire and terminate by the terms. If the Project needs an extended pilot or is deemed viable, the Parties agree to enter

Tri-Party Agreement -Page 10 of 19- Initials: OCC

- into negotiations for a successor Agreement to extend the pilot or fulfill the rest of the program of the full-scale Project in the Territory, respectively;
- 7.3 <u>Post-Termination Obligations</u>. Upon the effective date of termination of this Agreement, the Parties will assist the enrolled students regarding subsequent matters, including issuing relevant transfer credits to Affiliations or non-Affiliations as set forth in Section 1.4, resulting from the termination of this Agreement in good faith;
- 7.4 Survival Clause. Section 7.3 will survive the termination of this Agreement.

#### 8. MISCELLANEOUS

- 8.1 <u>Notices</u>. Any notice required or permitted by this Agreement will be in writing and will be deemed sufficient on the date of delivery, when delivered personally or by overnight courier or sent by fax or ten (10) days following first-class certified airmail posting, addressed to the Party to be notified at such Party's address or fax number as set forth below on the signature page or as subsequently modified by written notice;
- 8.2 <u>Exhibits</u>. Exhibits A, B, C, D, and E are hereby integrated into and form part of this Agreement. However, if there is any conflict between a clause of this Agreement and the Exhibits, the clause of this Agreement will prevail;
- 8.3 <u>Joint and Several Liabilities</u>. Timecruiser Computing Corporation and Timecruiser Computing Corporation, Shanghai, will be jointly and severally liable for all obligations undertaken by TCC under this Agreement; and the same joint and several liability applies to Tianjin Radio & TV University and Tianjin Distance Learning Center;
- **8.4** Force Majeure. No Party will be liable for failure to perform any of its obligations hereunder if such failure results from *force majeure* including fire, explosion, accident, civil commotion, server breakdown, instability of internet connection, or any other event beyond its reasonable control;
- 8.5 <u>Interpretations</u>. In interpreting this Agreement, the English version governs the interpretation and meaning of the rights and obligations set forth herein, unless the contrary intention appears:
  - a. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement;
  - b. The singular includes the plural and vice versa;
  - c. Money is in U.S. dollars unless otherwise stated and a reference to "US\$," "\$," "dollar," or "USD" is a reference to the U.S. currency.
- 8.6 Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provision will be excluded from this

Tri-Party Agreement -Page 11 of 19- Initials: OCC

- Agreement, and the balance of the Agreement will be enforceable in accordance with its terms;
- 8.7 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto will be governed, construed, and interpreted in accordance with the laws of the State of New Jersey, the United States, without giving effect to principles of conflicts of law;
- 8.8 <u>Dispute Resolution</u>. Any dispute, controversy, or claim arising out of or relating to this Agreement, including the validity, invalidity, breach, or termination thereof, will be first handled by involved Parties through mediation measures conducted either in New Jersey or via electronic format. If involved Parties cannot resolve the dispute through mediation, Parties hereby agree to submit the dispute to be settled by arbitration in New Jersey. The arbitration proceedings will be conducted in English. Some student problems or disputes of a routine, non-academic nature may be handled by TJRTVU through the application of local policies, procedures, or law. In such cases, OCC will be informed of the problem/dispute and consulted regarding the proposed resolution. Academic-related issues must be referred to OCC for resolution;
- 8.9 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[Signature Page Follows]

The Parties have executed this Tri-Party Agreement as of the date first written above.

TCC:	
TIMECRU	JISER COMPUTING CORPORATION,
and	
TIMECRU SHANGHA	TISER COMPUTING CORPORATION,
Ву	
Name	
Title	(print)
Address:	9 Law Drive, Fairfield, New Jersey 07004 U.S.A.
	Rm. 1903, Kung Yang International Business Plaza, No. 798, Zhao Jia Bang Road, Shanghai 200030 China
Fax Numbe	r: [Insert Fax Number]
E-Mail:	[Insert E-mail]
OCC:	
OCEAN C	OUNTY COLLEGE
Ву	
Name	(asint)
Title	(print)
Address:	College Drive, P.O. Box 2001 Toms River, New Jersey 08754 U.S.A.
Fax Numbe	r: [Insert Fax Number]
E-Mail:	[Insert E-mail]

TJRTVU:
TIANJIN RADIO & TV UNIVERSITY
By
Name
(print) Title
Address: [Insert Address]
Fax Number: [Insert Fax Number]
E-Mail: [Insert E-mail]

#### **EXHIBIT A**

#### Courses Offered in the Spring Semester 2012

#### Business Administration Degree Cohort (25 students taking four courses in spring 2012)

#### **BUSN 131, Introduction to Business Administration**

Credits: 3 s.h. Catalog Year: 2011-2012

A thorough survey of the activities that make up the field of business. Emphasis is placed on such topics as ownership, management, organization, purchasing, marketing, production, personnel, finance, and government regulations. Industry's societal responsibilities relating to pollution, minorities, and ethical practices are explored.

#### ENGL 151, English I

Credits: 3 s.h. Catalog Year: 2011-2012

Students will compose and revise expository essays totaling 3500 words, minimum. Through a series of primarily text-based writing assignments, the course reinforces and stresses the further development of critical reading and thinking, the writing process, and information literacy. In writing argumentative essays, students engage in ethical reasoning as they formulate judgments based on fact and inference.

#### Prerequisite

Satisfactory placement test score/or successful completion of required developmental courses.

#### HIST 181, World Civilization I

Credits: 3 s.h. Catalog Year: 2011-2012

World Civilization I is an historical introduction to the major civilizations of the world from prehistory to approximately the 16th century. It includes the key chapters of the world's societies, their contributions, and the interaction between them: culturally, religiously, economically, and politically.

#### PSYC 172, General Psychology

Credits: 3 s.h. Catalog Year: 2011-2012

A study of the behavior of the individual in terms of maturation, learning, emotion, motivation, perception, thinking, and individual differences; basic to all other courses in psychology.

#### Computer Science Degree Cohort (25 students taking four courses in spring 2012)

#### CSIT 165, Programming I

Credits: 4 s.h. Catalog Year: 2011-2012

This course introduces the student to the fundamental techniques used in the development of software applications. The course teaches object-oriented programming concepts and principles using Java employing an interactive visual system interface. Students will learn good object-oriented practices through the development of graphic programs and simulations

using sound object-oriented practices in an integrated and interactive software development environment. The topics covered include classes, objects, object interaction, algorithms, data types, control structures, one-dimensional arrays, attributes, methods, and messages. Working knowledge of Windows required. Open lab time required.

#### ENGL 151, English I

Credits: 3 s.h. Catalog Year: 2011-2012

Students will compose and revise expository essays totaling 3500 words, minimum. Through a series of primarily text-based writing assignments, the course reinforces and stresses the further development of critical reading and thinking, the writing process, and information literacy. In writing argumentative essays, students engage in ethical reasoning as they formulate judgments based on fact and inference.

#### Prerequisites

Satisfactory placement test score/or successful completion of required developmental courses.

#### HIST 181, World Civilization I

Credits: 3 s.h. Catalog Year: 2011-2012

World Civilization I is an historical introduction to the major civilizations of the world from prehistory to approximately the 16th century. It includes the key chapters of the world's societies, their contributions, and the interaction between them: culturally, religiously, economically, and politically.

#### PSYC 172, General Psychology

Credits: 3 s.h. Catalog Year: 2011-2012

A study of the behavior of the individual in terms of maturation, learning, emotion, motivation, perception, thinking, and individual differences; basic to all other courses in psychology.

#### EXHIBIT B

#### Articulation Agreements with Four-Year Colleges

Albright College	Reading	Pennsylvania
Berkeley College	Paramus	New Jersey
DeVry University	Philadelphia	Pennsylvania
Drexel University	Philadelphia	Pennsylvania
Fairleigh Dickinson University	Teaneck	New Jersey
Franklin University,	Columbus	Ohio
Georgian Court University	Lakewood	New Jersey
Kaplan University		
Kean University	Union	New Jersey
Monmouth University	Monmouth	New Jersey
Montclair State University	Montclair	New Jersey
New Jersey City University	Jersey City	New Jersey
New Jersey Institute of Technology	Newark	New Jersey

Northwood University Old Dominion University Norfolk Virginia Palmer College of Chiropractic Richard Stockton State University Pomona New Jersey St. John's University Queens New York Paul Smith's College Paul Smiths New York Strayer University Chantilly Virginia The College of New Jersey **Ewing** New Jersey University of the Arts Philadelphia Pennsylvania New York State University of New York - Maritime Throggs Neck University of Phoenix Phoenix Arizona United States Sports Academy Daphne Alabama

#### **EXHIBIT C**

#### **OCC Admission and Course Placement Criteria**

#### A. Admissions

- 1. Students of the International High Schools
  - a. Demonstrate passage of the Provincial Government High School Equivalency Test

#### 2. Other students

- a. Age of 18 or older, demonstrate valid transcript showing proof of high school completion, or
- b. Demonstrate passage of the Provincial Government High School Equivalency Test

#### B. Placement

Once students have satisfied the above requirements, they can be admitted into Ocean County College.

- 1. The initial student for the pilot Project will not be required to meet the following placement requirements. Once the Accuplacer is available, the students will be required to take it for the purpose of analysis and assessment.
- 2. The student must also have one of the following TOEFL scores:
  - a. iBT-61 or higher
  - b. Computer-based 173 or higher
  - c. Paper-based 500 or higher

- 3. For students to be able to register for the majority of courses, they take the College Placement Test (Accuplacer) unless they have the following SAT, PSAT, or ACT scores:
  - a. SAT Math 530+ SAT - Critical Reading 540+

or

b. PSAT - Critical Math 53+ PSAT - Critical Reading 54+

<u>or</u>

c. ACT - Math-22+ ACT\* - English/Writing-23+

Students submitting ACT scores must provide a composite English/Writing score. Students who took the ACT without the essay must take the Writeplacer essay and, depending on their scores, may also need to take the Accuplacer Reading Comprehension and Sentence Skills Test and Reading Test.

- 4. For students taking the Accuplacer Test, the cutoff scores for placement into English Classes are:
  - a. Accuplacer Essay Score of 6, 7, or 8 No Remediation is required and they can register for ENGL 151.
  - b. If the Accuplacer Essay Score is less than 6, the student must take the Sentence Skills Test and Reading Test. If the Writeplacer Essay is equal to 5 and the Reading Comprehension and Sentence Skills tests are greater than or equal to 200, the student can register for ENGL 151.
  - c. Otherwise, students must take one or more developmental courses before they can register for ENGL 151.
- 5. Students who take the Accuplacer Test for Math and achieve a score of 76 or greater do not need remedial courses for Math.
- 6. Students wishing to enroll in MATH 191 or higher must meet one of the following criteria:
  - a. Earn a passing grade in the prerequisite math course(s), or
  - b. Attain the appropriate placement score on the College Level Mathematics Test. The following scores on the College Level Mathematics Test permit students to enroll in the courses below:
    - MATH 191, Pre-Calculus I

Score between 40 and 61

• MATH 195, Pre-Calculus for Math, Science, Computer Science or Engineering Majors

Score between 50 and 61

• MATH 201, Pre-Calculus Techniques and App.

• MATH 192, Pre-Calculus II

• MATH 240, Business Calculus

• MATH 265, Calculus I

Score between 50 and 61 Score between 62 and 70 Score of 62 or higher Score of 71 or higher

#### EXHIBIT D

#### **Student Record Form**

For the pilot project, TJRTVU will capture required student information into an Excel spreadsheet (sample attached), save it as a CSV file, and forward the file to OCC at least five days prior to the start of the spring semester. (The proposed format for the spreadsheet has been forwarded to TCC for review and approval by TJRTVU.)

$\dagger \dagger$
1
$\dagger$
T
П
1
$\dagger$
+
İ
T
†
1
$\dagger$
T
П
H
1
1
T
ĺ
-

	TOEFL Score												-																																
	High School equivalent																								***************************************				***************************************						The state of the s								T PROPERTY AND ADDRESS.	The state of the s	
	*Graduation year	2010					,						***************************************					-																								 			
	*Degree or certificate program code	A. /								THE STATE OF THE S		77774					The state of the s	TRANSMITTER CONTRACTOR OF THE PROPERTY OF THE										TELEVANIENCE	100000000000000000000000000000000000000		Sign of the last o								The state of the s	100000000000000000000000000000000000000		 	77777		
	"Degree or certificate program code	BUSINESS			***************************************										- compensation and a second se		The second of th			***************************************	***************************************								TANKS TO VERY THE TANKS TH				Virginity of the state of the s		7. 74.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.	Astronomeron of the state of th				T T T T T T T T T T T T T T T T T T T			**************************************		
-	Other																																												
The state of	Fall Spring Summer								-			-								-								-		_	-														
*September 5	Sprin	<b>x</b> _			-	+	-			+					+			-								-	+							-	+	-								_	l
	Year Fall	710			1	-			+		-			+			-		1	1	+		-							+	-										 _			_	
-	Yea			-	_	+	-			+				-	_	_	-					-			$\downarrow$		-			+	_	-	_			-	+				1			_	
	Email	namon(wocean,ed																																		***************************************									
	Business	7777666470														***************************************																													
Preferred Phone	Home Cell Business Email 9145551272 8455551772 6145551777	77776666																	 								-								***************************************										
*	Home 9145551212	****														-																		***************************************		-									

### **EXHIBIT B-2**

#### Course Status Changes August 1, 2011

Course Number	Course Title	Last Term The Course Ran	Last Term The Course Was Offered	Note Comments	Render Inactive
Cabaal af I	and the Arts				
SCHOOL OF L	anguage and the Arts			ı ı	
ENGL 274	World of Hemingway	2007SF5	2011SP		X
FILM 220	Italian Film	2006FA	2010SP		Х
PHIL 293	Religious Experiences	2006SP	2009FA		X
SPAN 153	Elementary Spanish for Teachers	never	2005SF5		X
SPAN 253	Intermediate Spanish for Teachers	never	2005SS5		X
School of S	ocial Science and Human Service				
School of M	athematics, Science, and Technology				
CVET 124	Surveying II	6 in 2009SP 8 in 2007SP 9 in 2006SP	2010SP		х
CVET 152	Mechanics of Materials	6 in 2008SP 9 in 2006SP	2010SP		Х
CVET 181	Graphics for Civil Technology I	2008FA	2009FA & 2010FA		Х
CVET 182	Graphics for Civil Technology II	4 in 2009 11 in 2007	2010 SP		Х
ELET 155	Intro to Engineering Technology	6 in 2008FA	2009FA & 2010FA		Х
ENGR 180	Basic AutoCAD	11 in 2007SP	2010SP & 2011SP		X
ENGR 196	Geographic Information Systems	7 in 2004SP	2010SP		X
ENGR 252	Electrical Engineering II	8 in 2003SP	2010SP & 2011SP		X

### **EXHIBIT B-3**

#### OCEAN COUNTY COLLEGE COURSE PROPOSAL SCHOOL OF LANGUAGE AND THE ARTS

1.	CO	DURSE NUMBER AND TITLE: MUSC 132: Introduction to Guitar Instruction II
2.	SE	EMESTER HOURS: 3 CONTACT HOURS: (2+2)  Lecture Lab
3.	CA	ATALOG DESCRIPTION
	co	uis course is designed for students who have basic knowledge in guitar playing. The urse is a practical way of introducing the materials of music to students who plan to ay for their own enjoyment.
4.	PR	REREQUISITES: MUSC131 COREQUISITES: None
5.	DI	AXIMUM CLASS SIZE: 16 COURSE FEE CODE: 2  FFERENTIAL FUNDING CATEGORY: A  OURSE TYPE FOR PERKINS REPORTING: vocational _x non-vocational
6.	JU	STIFICATION
	a.	Describe the need for this course.
		Guitar instruction can be useful to students wishing to develop an interest in music, or to students wishing to pursue careers in music, education, early childhood, or health (music therapy and rehabilitation).
	b.	Relationship to courses within the College
		Will the college submit this course to the statewide General Education Coordinating Committee for approval as a course which satisfies a general education requirement?
		<ul> <li>i. Will the college submit this course to the statewide General Education         Coordinating Committee for approval as a course which satisfies a general         education requirement? yesx no</li> </ul>
		If yes, mark with an "x" the appropriate category below.  Communication Social Science History Lab Science Science (Non-Lab) Mathematics Technology Diversity
	÷	ii. If the course does not satisfy a general education requirement, which of the following does it satisfy:
		Program-specific requirement for the following degree program(s):
	c,	<u>x</u> Elective Related courses in other institutions

[NOTE: The two charts below need to be completed when submitting a new course proposal. They do not need to be completed for most course revisions, unless an Official Course Description is so old that the course's transferability needs to be reconsidered, as in the case of an obsolete course which may be reactivated.]

i. List any comparable course(s) at other community colleges by completing the table below. Insert "None" if there are no comparable courses.

	Comparable Cou	rses at NJ Com	munity College:	5
Institution (ex., Brookdale CC, Mercer CC, Atlantic Cape CC, etc.)	Course Title	Course Number	Number of Credits	Comments
Brookdale	Group Guitar II	MUPF 132	3	
Mercer	Guitar Class II	MUS 143	1	
Middlesex	Guitar 2	MUS 181	3	
			-	

- ii. If "None" was inserted, please explain.
- iii. Complete the table below. The four-year institutions listed below comprise the top six institutions queried on NJTransfer by OCC students.

#### Using Brookdale's MUPF132

	Trans	ferability of Proposed	Course	
Institution	Course Code, Title, and Credits	Transfer Category (Major, General Ed., or Elective)	Will NOT Transfer (Place an "x" in box)	Unable to Determine Status (Place "U" in box)
Georgian Court University	1 cr.	Elective		
Kean University	1 cr.	Elective	,	
Monmouth University			X	
Richard Stockton College	ARTP1765 Guitar Instruction 3 cr.	Gen. Ed. Area A (Arts) Elective		
Rowan University	MUS04071 Music Major Elective 3 cr.	Elective		
Rutgers – New Brunswick	EC – 3 cr.	Elective		

- iv. If a "U" was inserted above, document the course transferability by providing either (a) the name of a contact person at the four-year institution, or (b) an email from the contact person (attach to this proposal).
- v. If not transferable to any institution, explain.
- d. Consistency with the vision and mission statements, the Academic Master Plan, and the strategic initiatives of the College:
  - This course will help the college to fulfill its mission of fostering excellence by offering comprehensive programs that develop intentional learners of all ages.
  - This course is consistent with the following goals of the college as expressed in the Academic Master Plan:
    - Provide a challenging, coherent, and integrated curriculum, including high quality instructional and cultural programs for a diverse population of students
    - Establish a shared commitment to high and meaningful educational and ethical standards.
    - > Prepare students for successful transfer to other educational institutions.
    - Prepare students for a rewarding life marked by personal growth and life-long learning.
- e. Mark with an "x" the General Education goal(s) addressed by this course:
  - x 1. Communication Written and Oral
  - 2. Quantitative Knowledge and Skills
  - 3. Scientific Knowledge and Reasoning
  - 4. Technological Competency/Info Literacy
  - 5. Society and Human Behavior
- x 6. Humanistic Perspective
- 7. Historical Perspective
- x 8. Global and Cultural Awareness
- 9. Ethical Reasoning and Action
- x 10. Independent/Critical Thinking

#### 7. SPECIFIC COURSE LEARNING OBJECTIVES

Students who successfully complete this course will be able to:

- a. Demonstrate techniques and musical expression on the guitar.
- b. Use working vocabulary essential to performance on classical guitar.
- c. Perform with right-hand fingerpicking styles.
- d. Interpret basic classical guitar repertoire and studies.
- e. Benefit from specialized instruction and individual evaluation relevant to their technical / musical needs.

#### 8. METHODS OF INSTRUCTION

Lecture, demonstration, and laboratory

9. INSTRUCTIONAL MATERIALS / TECHNOLOGY NEEDS / HUMAN RESOURCE NEEDS (PRESENTLY EMPLOYED VS. NEW FACULTY)

Text: An appropriate textbook will be selected. Please contact the department for current adoptions.

Students are required to provide their own guitar (acoustic, or electric with amplifier). Classroom: A203, the current keyboard lab. New adjunct faculty required to teach the course.

#### 10. TENTATIVE TOPICAL OUTLINE

In order to achieve the specific course learning objectives, the topic outline shall include:

- a. All minor scales (natural, harmonic, melodic/jazz minor).
- b. Reading staff notation in upper positions.
- c. Playing polyphony.
- d. Key signatures and scales for all minor keys.
- e. Chromatic octaves (Segovia).
- f. Ascending and descending slurs.
- g. Common chord progressions in minor keys (I, iv, V, V7).
- h. Inversions of triads (chords with altered bass notes).
- i. Different types of 7th chords (min7 b5, dim7, Major7, minor7)
- j. Frequently used terms in music.
- k. Musical forms: Minor Blues, Minuet, Sonata, Sonata-Allegro.
- 1. Reading / performing melodies which require position shifting.
- m. Duets.
- n. Sight reading.
- o. Modulation (V7/V, V7/IV).
- p. Harmonizing melodies with four or more chords.
- q. Alternate accompaniment patterns and stopping resonating bass notes.

#### 11. GRADE DETERMINANTS

The final grade in the course will be the cumulative grade based on the following letter grades or their numerical equivalents for the course assignments and examinations:

A	Excellent	C	Average	I	Incomplete
B+	Very Good	D	Below Average	W	Withdrawn
B	Good Above Average	F	Failure	R	Audit
C+		· P	Passing	NC	No Credit

### 12. NUMBER OF PAPERS AND EXAMINATIONS

Evaluation will be based on students' musical growth throughout the semester as measured by an ensemble performance and/or an individual performance assessment.

### APPROVAL PROCESS FOR A REVISED COURSE PROPOSAL (SYLLABUS)

Revision of the Following Items Must Be Sent to the Curriculum Committee	Revision of the Following Items Require No Approval
#1 Course Number & Title	#8 Methods of Instruction
#2 Semester Hours/Contact Hours	#9 Instructional Materials
#3 Catalog Description	#10 Tentative Topical Outline
#4 Prerequisites & Corequisites	#11 Grade Determinants
#5 Maximum Class Size/Lab Fee Code/ Differential Funding Category	#12 Number of Papers and Examinations
#6 Justification	
#7 Course Objectives	

### **EXHIBIT B-4**

#### OCEAN COUNTY COLLEGE OFFICIAL COURSE DESCRIPTION SCHOOL OF LANGUAGE AND THE ARTS

1.	COU	RSE NUI	MBER AND TITLE:	MUSC-173: Concert MUSC-174: Concert MUSC-273: Concert MUSC-274: Concert	Band II Band III
2.	SEMI	ESTER E	IOURS: 1	CONTACT HOURS:	(1 + 0) Lecture Lab
3.	CATA	ALOG D	ESCRIPTION:		Lecture East
	and de	evelop th	eir practical musicians		rumental performing groups monstrate further proficiency. on Required
4.	PRER	EQUISI	ΓES: None	COREQUISITES:	None
5.			LASS SIZE: 20 CC AL FUNDING CATE	URSE FEE CODE: 2 GORY: A	
	COUI	RSE TYF	E FOR PERKINS RE	PORTING: vocat	ional <u>x</u> non-vocational
6.	JUST	IFICATI	ON		
	a. De	escribe th	e need for this course		
			nental performance gro al arts colleges and un		element in the vast majority
	b. Re	elationshi	p to courses within th	e College	
	i.	Coordii educati	nating Committee for a control on requirement?  If yes, mark with an "	yes x" the appropriate cate	hich satisfies a general  x no gory below.
				Social Science	
				Technology	Diversity
	ii.		ourse does not satisfy ng does it satisfy:	a general education red	quirement, which of the
			Program-specific requ	irement for the follow	ing degree program(s):
		X	Elective		<u>.</u>

#### c. Related courses in other institutions

[NOTE: The two charts below need to be completed when submitting a new course proposal. They do not need to be completed for most course revisions, unless an Official Course Description is so old that the course's transferability needs to be reconsidered, as in the case of an obsolete course which may be reactivated.]

i. List any comparable course(s) at other community colleges by completing the table below. Insert "None" if there are no comparable courses.

	Comparable Cour	ses at NJ Cor	nmunity Coll	eges
Institution (ex., Brookdale CC, Mercer CC, Atlantic Cape CC,	Course Title	Course . Number	Number of Credits	Comments
etc.)				

- ii. If "None" was inserted, please explain.
- iii. Complete the table below. The four-year institutions listed below comprise the top six institutions queried on NJTransfer by OCC students.

Transferability of Proposed Course					
Institution	Course Code, Title, and Credits	Transfer Category (Major, General Ed., or Elective)	Will NOT Transfer (Place an "x" in box)	Unable to Determine Status (Place "U" in box)	
Rutgers – New Brunswick					
Georgian Court University					
Richard Stockton College					
Monmouth University					
Kean University					
Rowan University				·	

- iv. If a "U" was inserted above, document the course transferability by providing either (a) the name of a contact person at the four-year institution, or (b) an email from the contact person (attach to this proposal).
- v. If not transferable to any institution, explain.

- d. Consistency with the vision and mission statements, the Academic Master Plan, and the strategic initiatives of the College
  - This course will help the college to fulfill its mission of fostering excellence by offering comprehensive programs that develop intentional learners of all ages.
  - This course is consistent with the following goals of the college as expressed in the Academic Master Plan:
    - Provide a challenging, coherent, and integrated curriculum, including high quality instructional and cultural programs for a diverse population of students
    - Establish a shared commitment to high and meaningful educational and ethical standards.
    - Prepare students for successful transfer to other educational institutions.
    - Prepare students for a rewarding life marked by personal growth and life-long learning.
- e. Mark with an "x" the General Education goal(s) addressed by this course:
  - \_ 1. Communication Written and Oral
  - 2. Quantitative Knowledge and Skills
  - \_ 3. Scientific Knowledge and Reasoning
  - \_ 4. Technological Competency/Info Literacy
  - \_ 5. Society and Human Behavior
- x 6. Humanistic Perspective
- x 7. Historical Perspective
- \_ 8. Global and Cultural Awareness
- 9. Ethical Reasoning and Action
- x 10. Independent/Critical Thinking

#### 7. SPECIFIC COURSE LEARNING OBJECTIVES:

Students who successfully complete this course will be able to:

- a. Develop a repertoire in a diversity of musical styles.
- b. Acquire practical musical skills in sight reading, instrumental technique, and large ensemble performance.
- c. Increase individual and group performance repertoire.
- d. Provide community at large with access to high quality musical performance.

#### 8. METHODS OF INSTRUCTION

- a. Scheduled rehearsals
- b. Sectional rehearsals
- c. Application of musical compositions
- d. Artistic interpretation and refinement to performance level

### 9. INSTRUCTIONAL MATERIALS / TECHNOLOGY NEEDS / HUMAN RESOURCE NEEDS (PRESENTLY EMPLOYED VS. NEW FACULTY)

Text: An appropriate text will be selected. Contact the department for current adoptions.

#### 10. TENTATIVE TOPICAL OUTLINE

- a. Appropriate performance material selected by instructor
- b. Audition required
- c. Introduction to band (large ensemble) techniques
- d. Instruction in music
- e. Music rehearsal to include
  - 1. Full ensemble
  - 2. Sectionals
  - 3. Phrasing, dynamics, interpretation
  - 4. Mastery of musical work for performance
  - 5. Dress rehearsal and public performance

#### 11. GRADE DETERMINANTS:

The final grade in the course will be the cumulative grade based on the following letter grades or their numerical equivalents for the course assignments and examinations:

A	Excellent	C	Average	I	Incomplete
B+	Very Good	D	Below Average	W	Withdrawn
В	Good	F	Failure	R	Audit
C+	Above Average	P	Passing	NC	No Credit

#### 12. NUMBER OF PAPERS AND EXAMINATIONS:

A minimum of three major examinations and one major written assignment, or the equivalents.

#### APPROVAL PROCESS FOR A REVISED COURSE PROPOSAL (SYLLABUS)

Revision of the Following Items Must Be Sent to the Curriculum Committee	Revision of the Following Items Require No Approval
#1 Course Number & Title	#8 Methods of Instruction
#2 Semester Hours/Contact Hours	#9 Instructional Materials
#3 Catalog Description	#10 Tentative Topical Outline
#4 Prerequisites & Co- requisites	#11 Grade Determinants
#5 Maximum Class Size/Lab Fee Code/ Differential Funding Category	#12 Number of Papers and Examinations
#6 Justification	
#7 Course Objectives	

Board of Trustees Approval Date: June 24, 1992 Board of Trustees Approval Date: August 25, 2008

### **EXHIBIT B-5**

STUDENT General Requirements #5132

#### **POLICY**

- 1. All students are expected to register on the dates specified in the College Calendar or as scheduled for pre-registration by the Director of Registration and Records.
- 2. For the first two seven days of the a major semester (fall and spring), students may add a course without faculty consent, provided that there are available seats in the class. From the third-eighth day through the attendance census date, faculty must indicate their consent by signing a Drop/Add form. For the Quick Terms (fall and spring), consent is required beginning on the sixth day through the attendance census date. In all other terms, including the Winter Intersessions and the Summer Terms, students may add without consent until the attendance census date. Faculty may refuse if the student has already missed too much work. If the class is full and the faculty member signs the Drop/Add form, he/she must also sign a Course Overload form.
- 3. Declarations to "audit" a course must be filed by the student with the instructor and the Office of Admissions-Registration and Records prior to the term census date.
- 4. Students may register for no more than 18 semester hours in the fall or spring semester except by recommendation of their faculty advisor and approval of the Vice President of Academic Affairs or his/her representative. Students may register for no more than 11 semester hours in the first fiveweek summer session or in a combination of the second five-week and the six-week summer session except by recommendation of the Vice President of Academic Affairs or his/her representative.
- 5. Students who are on academic probation sanction for the current semester may not pre-register or register for the next semester with more semester hours than the limit of their-probation sanction, until removed from probation-sanction by the Academic Standards Committee. When notified of clearance, such students may add courses to their semester hour load to a limit of 18 semester hours.
- 6. Any student withdrawing from at least 50% of registered classes for three successive semesters will be considered to be making insufficient academic progress and must be approved by the Academic Standards Committee for continued enrollment.

ADOPTED: August 26, 1968

Revised: June 26, 1972

Revised: February 25, 1974

Revised: August 27, 1979

Revised: March 28, 1983

Revised: May 28, 1991

Revised: February 26, 1996

Revised: April 22, 1996

Revised: February 28, 2000

Revised: November 20, 2000

Revised: January 25, 2010

Revised: December 5, 2011

### **EXHIBIT B-6**

Ocean County College, Toms River, NJ	STUDENTS
	WITHDRAWAL
	Refund #5144

#### **POLICY**

EXHIBIT B-6

Students who withdraw from courses shall be eligible for a percentage refund of tuition and certain fees in accordance with procedures, rules and regulations developed by the College.

Students who withdraw from a-Continuing Education courses or activities are eligible for a refund in accordance with procedures, rules and regulations developed defined by the College.

The estate(s) of student(s) who become deceased shall be eligible for a full refund of tuition and all fees in accordance with procedures, rules and regulations developed by the College.

ADOPTED: February 23, 1970 Revised: February 25, 1974

Revised: November 28, 1977 Revised: April 24, 1978 Revised: December 8, 1980 Revised: May 28, 1991

Revisedewed: December 5, 2011 September 15, 2011

### **EXHIBIT B-7**

Ocean County College, Toms River, NJ	STUDENTS
	Continuing and Professional Education
	<u>Courses</u> #5143

#### **POLICY**

Students registering for Continuing and Professional Education courses may withdraw and receive a refund according to the following schedule:

- 1. Full Refund Withdrawal up to four-working days prior to the first meeting of the course.
- 2. <u>No Refund</u> Withdrawal within three working days prior to the first meeting of the course, and on or after the day the course starts.
- 3. No Refund will be issued for Continuing and Professional Education trips and/or ticketed events.

Adopted: October 27, 1975
Revised: April 22, 1991
Revised: February 28, 2000
Revised: January 22, 2001
Revised: August 22, 2005
Revised: December 7, 2009
Rescind: December 5, 2011

### **EXHIBIT B-8**

<u>Ocean Co</u>	unty College, Toms River, NJ	<u>ACADEMIC</u>
		General Qualifications #3111
Ocean Co	unty College, Toms River, NJ	ACADEMIC
		General Qualifications #3111
POLICY		
Training a	nd Experience	
	ates for <del>adjunct and</del> -full-time positions or ollowing minimum requirements:	n the faculty of Ocean County College shall
<u>1. Mas</u>	ster's Degree Requirement	
a.	— 1. Master's degree from a region in the field of specialization for which	ally accredited institution of higher education he/she is making application.
b.	M. Ed or MAT in Math to teach devel M. Ed or MAT in English to teach dev	
2. Two	years of successful teaching experienc	e with demonstrated ability in his/her field.
	ates for adjunct positions on the faculty continum requirements:	of Ocean County College shall meet the
1. Mas	ster's Degree Requirement	
a.	Master's degree from a regionally acc field of specialization for which he/sh	credited institution of higher education in the e is making application or
<u>b.</u>	M. Ed or MAT in Math to teach developm. Ed or MAT in English to teach dev	
<u>C.</u>	Master's degree in a field related to the application plus 18 graduate credits in application or	
<u>d</u> .	application plus a written rationale, su	om the one for which he/she is making ubmitted by the dean and approved by the individual is qualified to teach the course(s) ster only.
2. Two	years of successful teaching experienc	e with demonstrated ability preferred.

**ACADEMIC** 

General Qualifications #3111

Applicants who have a legitimate degree from any institution which is not part of the U.S. regional accreditation system will be evaluated on a case by case basis related to appropriate course work and research scholarship required for the degree.

No applicant will be hired who has obtained and used as a valid credential any degree not recognized by accredited higher education institutions because it was obtained through a so-called "diploma mill."

An employee may be terminated for failure to disclose on the OCC employment application any "diploma mill" degree obtained.

Note 1

Related professional field experience may be substituted in lieu of teaching experience with the approval of the Vice President of Academic Affairs.

Note 2

For an adjunct appointment, related professional field experience, certification, or licensure may be substituted for a master's degree in the field of specialization with the written approval of the Department dean, the Vice President of Academic Affairs, and the President

ADOPTED: February 28, 1966 REVISED: September 28, 1970 REVISED: March 24, 2003 REVISED: May 4, 2004 REVISED: November 3, 2008 REVISED: December 5, 2011