

HUDSON COUNTY COMMUNITY COLLEGE
70 Sip Avenue
Jersey City, NJ 07306

Regular Meeting – Board of Trustees

Tuesday, April 11, 2023

5:00 P.M.

Mary T. Norton Board Room and Via Zoom

In-Person: Mary T. Norton Board Room, 4th Floor, 70 Sip Avenue, Jersey City, New Jersey

Members of the public may also use the following link and join the Zoom Meeting Webinar via Audio-only:

<https://zoom.us/j/91728109546?pwd=dFMrQ1pZaktEV3hSQ2pBeHBBUUt3dz09>

Passcode: 629005

Telephone: 1 309 205 3325

Webinar ID: 917 2810 9546

Passcode: 629005

Please note that members of the public who dial-in by telephone will not have the ability to speak during Comments from the Public and will be in listen mode only.

All microphones for public participants are muted except during the Comments from the Public portion of the meeting. If you wish to make comments and are attending via Zoom, please use the "Raise Hand" notification icon at the bottom of the screen. When you hear your name announced, you may address the Board. After the speaker's time ends, their microphone will be muted to allow others the opportunity to address the Board.

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Edward DeFazio

Joseph Doria

Pamela Gardner, Secretary/Treasurer

Frank Gargiulo

Roberta Kenny

Bakari Lee, Vice Chair

Daniel Menendez – Student Alumni Representative

William Netchert, Chair

Jeanette Peña

Christopher Reber, President

Silvia Rodriguez

Harold Stahl

- III. COMMENTS FROM THE PUBLIC** *Mr. Netchert*
- IV. CLOSED SESSION** *(The Board of Trustees will determine whether there is a need to go into closed session at the beginning of the meeting. If there is such a determination, an announcement will be made as to where the session will be placed on the agenda.)*
- V. REPORTS**
1. *Student Government Association President's Report* *Ms. Elwir*
2. *All College Council Chair's Report* *Dr. Cronrath*
3. *President's Report* *Dr. Reber*
- VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**
1. *Minutes of Previous Meetings*
2. *Gifts, Grants, and Contracts*
- VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS** *Dr. Reber*
- VIII. PERSONNEL RECOMMENDATIONS** *Dr. Reber*
- IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS** *Dr. Reber*
- X. NEW BUSINESS** *Mr. Netchert*
- XI. ADJOURNMENT** *Mr. Netchert*

RECEPTION IMMEDIATELY FOLLOWING THE MEETING WITH MEMBERS OF THE HCCC FOUNDATION BOARD OF DIRECTORS.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

II. ROLL CALL

Trustees:

- Edward DeFazio _____
- Joseph Doria _____
- Pamela Gardner, Secretary/Treasurer _____
- Frank Gargiulo _____
- Roberta Kenny _____
- Bakari Lee, Vice Chair _____
- Daniel Menendez, Student Alumni Representative, ex officio _____
- William Netchert, Chair _____
- Jeanette Peña _____
- Christopher Reber, President, ex officio _____
- Silvia Rodriguez _____
- Harold Stahl _____

This meeting is called in conformance with the "Open Public Meetings Act." A notice of the meeting of the Board of Trustees was transmitted to all Board members; advertised in The Jersey Journal and The Star Ledger; filed with each office of the Hudson County Municipal Clerks; and posted on the Public Bulletin Boards of Hudson County Community College at 70 Sip Avenue, Jersey City, New Jersey, and at the North Hudson Campus, Union City, New Jersey, stating the date, time and place of said meeting.

MEETING INTRODUCTION

This meeting is called in conformance with the Open Public Meetings Act. Members of the public will now have an opportunity to address the Board of Trustees. Comments of each person will be limited to five minutes, including all responses. A member of the public may not provide any portion of his/her five-minute allotment to any other member of the public. Please be aware that the purpose of the public portion of the meeting is for the public to express any ideas, concerns or issues they may have concerning Hudson County Community College. Questions raised to the Board during the public comment period may be referred to the appropriate administrative person(s) at the College for response at a later time.

Any public comments made to the Board, which the Board considers obscene, harassing, or meant to incite, will be prevented by the Board. The person making these remarks may be required to relinquish the remaining time allotted to speak and will be asked to leave the Board of Trustees meeting. Public comments or questions are open to any matters over which the Board has purview and jurisdiction.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

III. COMMENTS FROM THE PUBLIC

If you are attending via Zoom Meeting Webinar and you wish to make comments, use the "Raise Hand" notification icon at the bottom of the screen. When you hear your name announced, you may address the Board. After the speaker's time ends, their microphone will be muted to allow others the opportunity to address the Board. Each virtual speaker will participate via audio-only.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

IV. CLOSED SESSION

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

V. REPORTS

1. *Student Government Association President's Report (S. Elwir)*
2. *All College Council Chair's Report (P. Cronrath)*
3. *President's Report (C. Reber)*

Faculty Candidates for Promotion and Retired Faculty Candidates for Emeritus Status

Dr. Darryl Jones, Vice President for Academic Affairs

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of March 21, 2023 are herewith submitted to the Board of Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of March 21, 2023.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

Hudson County Community College has received the following grant:

TITLE: Perkins V – Strengthening Career and Technical Education for the 21st Century Act

AGENCY: New Jersey Department of Education

PURPOSE OF GRANT: HCCC received notice of our FY’23 allocation to be utilized for direct instructional support for HCCC’s Career and Technical Education programs. An amendment was submitted for review and approval.

COLLEGE ADMINISTRATOR: Nydia James

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$1,318,092.00

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accept Item VI., Regular Monthly Reports and Recommendations 1 and 2.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 11, 2023

- DeFazio, Edward _____
- Doria, Joseph _____
- Gardner, Pamela _____
- Gargiulo, Frank _____
- Kenny, Roberta _____
- Lee, Bakari _____
- Peña, Jeanette _____
- Rodriguez, Silvia _____
- Stahl, Harold _____
- Netchert, William, Chair _____

_____ Aye _____ Nay

HUDSON COUNTY COMMUNITY COLLEGE

Regular Meeting – Board of Trustees
Tuesday, March 21, 2023
5:00 P.M., In-person and via Zoom

MINUTES

PRESENT: *Edward DeFazio; Joseph Doria; Pamela Gardner; Frank Gargiulo; Roberta Kenny; Bakari Lee (Vice Chair); Daniel Menendez (Student Alumni Representative); William Netchert (Chair); Jeanette Peña; Christopher Reber; Silvia Rodriguez and Harold Stahl.*

Counsel to the Board: David Blank, Esq., for Scarinci and Hollenbeck

ABSENT: *None*

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC - None

IV. CLOSED SESSION – None

V. REPORTS

1. Student Government Association President's Report

Student Government Association President, Sally Elwir, offered the following report.

Hello, everyone. It is a pleasure to speak in front of you all today.

The Student Government Association (SGA) is focused on implementing the “government” in SGA and being the student's voice. We invited Dr. Nicholas Chiaravalloti to an SGA meeting to present the Academic Tower plan, followed by a Q&A session. During our most recent Town Hall meeting, students voiced various concerns, so we connected them with faculty and staff to address the issues. One concern was the lack of privacy in the prayer room, which we shared with Ilya Ashmyan, who agreed to provide a protective privacy glass coating. Another concern was the Honors Lounge. We connected with Dr. Heather Devries, who helped us improve and kept us up-to-date on developments in the room. Students also had concerns about the restrooms in Gabert Library, which the Office of Facilities fixed promptly. On behalf of the students, we thank the faculty and staff involved in quickly addressing and resolving students' concerns.

In our most recent activities, SGA Vice President of North Hudson Roberto Gomez participated at the Women's Empowerment Festival at the North Hudson Campus and took the opportunity to promote our organization. SGA Vice President of Journal Square Josefa Flores attended the Project Coordination meeting with Facilities, Security, and IT. Our Vice President of Journal Square Kira Khan connected with the Professional Association to schedule a dinner to discuss how we could collaborate. I attended the ChatGPT meeting.

Last week we hosted the Multicultural Day Fair in collaboration with the President's Advisory Council on Diversity, Equity and Inclusion (PACDEI) and the Student Action Group. There was belly dancing, games,

DIY pins, henna tattoos, face painting, food, and raffles. The event was a huge success, and we recruited five new members.

Our upcoming events include an egg hunt on both campuses, our continued Town Hall meetings with guest speakers such as Jose Lowe and Dr. Heather DeVries, Inter-Club Council meetings, training for the future Executive Board, hosting elections, participating at the Jersey City Marathon, and hopefully a sports day. On April 15, ten SGA members and two alums will attend the Student and Alumni Spring 2023 Convening: Building the Future with Student Voices in Edison, NJ, along with members of other New Jersey community colleges.

It's On Us held a workshop called "It's On Us and the Law." I managed their Instagram profile of 46,000 followers, showing people the importance of combating sexual assault in a community college. On April 12, It's On Us, the Office of Student Life, and the Office of Diversity, Equity and Inclusion, will host a Title IX workshop for students, faculty, and staff to learn about sexual harassment and discrimination.

The **Student Programming Board** (SPB) hosted a variety of events, including Plant a Flower, where various plants were distributed, each attached with a fun fact; Just Dance Tournament to promote health and fitness by exercising with a bit of friendly competition; and a St. Patrick's Day table filled with cupcakes, cookies, lemonade, and fashionable hats for students. SPB has planned a few more events that will take place in the coming weeks. On March 22, the Ramadan Grab-N-Go will offer goody bags with organic milk. On March 29, during Breaking Fast Iftar, students will share a meal and learn about the Muslim culture. On March 31, they will show a movie cosponsored by the newly established Dominican Society.

Business and Accounting Club – Their business expo was a huge success and was attended by business alums and business owners as guest speakers. They held a workshop with Joseph Caniglia at the North Hudson campus. The next workshop is about resume writing in collaboration with Bank of America, and then Executive Board elections will occur.

Phi Theta Kappa – They met on March 15 and are planning their induction for April 28.

National Society of Leadership and Success – They held multiple seminars in preparation for induction on May 5.

Latin Society – On February 27, they celebrated Dominican Republic Independence Day. Their next event on March 28, in collaboration with SGA, will be a gaming day with different video games, including virtual reality.

ESL Club – Every other week, they hosted workshops. They are planning a writing and speech contest titled "What is your biggest challenge in learning English?" The winners will receive \$100.

Thank you.

Trustee Lee offered the following remarks.

Sally, once again, very well done. I was curious about what you took from the ChatGPT meeting and the nature of the presentation.

Sally Elwir responded with the following remarks.

They asked my opinion about ChatGPT. I didn't know of it until they took the time to explain in detail and elaborate thoroughly about ChatGPT. I was both fascinated and scared because of the quick results. The College needs to find a way to ethically promote this software's use and emphasize the accessibility of other free and ethical resources the College offers. For example, Dr. Christopher Cody informed me that we have free access to the New York Times, which helped me in my research papers.

Trustee Lee offered closing remarks.

Great answer. I agree that we should ensure that the software is used ethically.

As always, Sally, fantastic report. Thank you for all you do for HCCC.

Daniel Menendez offered the following remarks.

ChatGPT released a new version that now passes most standardized tests by 80% to 90%, including the SAT, LSAT, and even the bar. It became very advanced and more developed in a very short period.

2. All College Council Chair's Report

All College Council Chair, Dr. Peter Cronrath, offered the following report.

Good evening, Trustees, Dr. Reber, and the HCCC community.

First, congratulations to the five faculty who will be granted tenure during this meeting.

All five have served on the All College Council (ACC) and contributed valuable work to improve the College. Fidelis, Clive, and Jihan, thank you for serving as Academic Senators. Fatma, thank you for serving as Co-Chair of the Academic Senate, and Karen, your work as ACC Secretary was phenomenal, and we would not have achieved so much this year without all of your collective efforts.

Academic Senate

At last month's meeting, three Governance Recommendations were passed—great work by the Academic Senate to make these valuable recommendations.

The Academic Senate has since finalized the Student Remote Guidelines, which will be presented as another Governance Recommendation and voted on next meeting. The Senate's subcommittees continue their work regarding the AI Assistance Tools; i.e., ChatGPT, and evaluating the various grading scales across the schools at the college.

Student Life Committee

Student Affairs and Enrollment Services will hold a spring conference on Thursday, April 6 in the Student Center. Student Affairs and Enrollment Services offices will be closed during the training.

Enrollment for summer and fall terms opens Friday, March 31, for priority registration for the following students: Honors, Veterans, Early College, and Hudson Scholars.

The "It's On Us" event will be held on March 30 between noon and 2:00 p.m. The presentation on Title IX is open to the whole college community.

The Health and Wellness Fair will be held on March 23 from 11:00 a.m. to 2:00 p.m. and is being hosted by Hudson Helps Resource Center and Student Life.

Space and Facilities Committee

The North Hudson Campus Café construction project is expected to be completed by the end of May.

Furniture for both campuses' terraces has been ordered.

The prayer room was updated with a protective glass coating.

The new Honors Lounge is being updated with new furniture and paint.

The first outdoor gardening project will take place in the STEM Courtyard beginning next month.

Technology Committee

Coursedog will be the new events management system. Training on the system will start next month.

Thank you.

Trustee Lee asked the following question.

Dr. Cronrath, how is the prayer room updated with protective glass?

Dr. Cronrath offered the following remarks.

The room was updated with a privacy-protective coating.

3. President's Report

President Reber offered the following remarks.

Good evening, Trustees and colleagues. It's great to be together again!

Sally and Peter, thank you, as always, for your reports and leadership.

Sally, congratulations on having been named a semi-finalist for the prestigious Jack Kent Cooke Undergraduate Transfer Scholarship, which provides full funding for high-achieving community college students to pursue and complete baccalaureate and graduate studies.

We celebrate that Sally is one of six HCCC students to be named semi-finalists this year, which we believe is a record in the history of the College. These students have been selected from more than 1,700 student applicants at two-year colleges across the United States. Joining Sally as Jack Kent Cooke Scholarship Semi-Finalists are Raida Al Hattab, Ella Mukasa, Montaha Osman, Birva Pinto, and Michael Salinas. We congratulate these outstanding students who have exceedingly bright futures. We thank HCCC Phi Theta Kappa Chapter Advisor, Professor Theodore Lai, for his mentorship of these and so many other HCCC students.

Students, we're rooting for all of you to be named 2023 Jack Kent Cooke Scholars!

And, while we are congratulating members of the HCCC Family, I am delighted to add my congratulations, on behalf of the Trustees and all members of the HCCC Family to two dedicated colleagues who have successfully defended their doctoral dissertations since our last Board of Trustees meeting. Congratulations, Vice President for Diversity, Equity and Inclusion, Dr. Yeury Pujols; and Dean of Nursing and Health Professions, Dr. Catherine Sirangelo!

We further congratulate Associate Vice President for Information Technology Services, Patricia Clay, who has been named the recipient of an international Laserfiche Visionary Award. Laserfiche is a leading provider of content management and business process automation. In announcing the award, Karl Chan, CEO of Laserfiche, wrote, "A strategic information technology leader specializing in a holistic approach to higher education technology, Patricia Clay focuses on using technology for an inclusive environment that fosters student success. She has put her leadership, expertise and foresight at the service of Hudson County Community College and the wider education industry, leading digital transformation initiatives at the college and co-chairing EDUCAUSE's Higher Education Information Security Council Advisory Committee."

We congratulate Trisha and celebrate this significant HCCC point of pride!

But let's not stop there!

Today's Board agenda includes the approval of tenure for five outstanding and valued faculty colleagues. We congratulate Instructor of Mathematics, Fidelis Foda-Kahouo; Instructor of English, Karen Galli; Instructor of Engineering Science, Clive Li; Instructor of Medical Assisting, Jihan Nakhla; and Instructor of Chemistry, Fatma Tat. With your approval of tenure, these colleagues will be promoted to Assistant Professor effective next fall.

I have asked Vice President for Academic Affairs, Dr. Darryl Jones, to introduce each of our faculty colleagues and invite them to say a few words.

Dr. Jones offered the following remarks.

Thank you, Dr. Reber. Good afternoon, Trustees.

One of my favorite things this time of year is to introduce and personally congratulate all faculty members who have earned tenure. These faculty have demonstrated their excellence in teaching and learning. They have demonstrated excellence in scholarship, professional achievements, and contributions to the profession, community, and College.

Tenured faculty do make our College greater, and it is an honor for me to share their brief bios as you prepare to act upon the recommendation of President Reber.

I introduce Fidelis Foda-Kahouo. He currently serves as Instructor of Mathematics and Coordinator of the Bridges to Baccalaureate Program for the School of STEM. He completed his bachelor's and master's degrees in Civil Engineering at Stevens Institute of Technology. He is a Phi Theta Kappa member and an active volunteer of that organization. As an adjunct, he actively tutored students in physics, chemistry, and algebra. He has collaboratively worked with faculty and his colleagues to develop courses for the advanced manufacturing program. He presently serves as the advisor for the STEM Club and is a member of the Space and Facilities Committee of ACC. He is currently enrolled in a doctoral program at Stevens Institute. Most importantly, Fidelis is a proud graduate of HCCC. Much continued success for Fidelis!

Karen Galli serves as Instructor of English and Coordinator of College Composition for the School of Humanities and Social Sciences. Karen holds a master's degree in Individualized Study from NYU Gallatin School, and a bachelor's in Liberal Arts from Eugene College. She was a mentor for the Goldman Sachs Local College Collaborative. In 2022, she demonstrated at my side her presentation titled "Teamwork Works in the Online Classes." Karen serves as secretary for ACC, a member of PACDEI, and Chair of the Faculty and Staff Office Space Allocation Committee of ACC. Professionally, she has participated in various fine art productions as a writer, organizer, and curator, and she is pursuing a doctoral degree at Drew University. Thank you, Karen, for all your contributions to Hudson!

Dr. Clive Li currently serves as Instructor of Engineering Science and Coordinator of Assessment for the School of STEM. Dr. Clive holds a doctorate in Material Science and Engineering from Stony Brook University. He is a recipient of the National Institute for Staff and Organizational Development (NISOD) Excellence Award, the Philip Johnston Excellence in Teaching Award, and the Excellence in Teaching Award from the National Society of Leadership and Success.

Additionally, the American Association of Colleges and Universities has listed undergraduate research as a high-impact practice, a pedagogical intervention that empirical data have shown increases student retention and graduation. Dr. Li has been exceptional in conducting research with his students, whether working with STEM Club to launch a rocket, develop a temperature-sensitive mass during Covid, or even create an aquaponics garden.

Next month at the American Association of Community Colleges Annual Conference, Dr. Clive Li will be recognized as a Dale P. Parnell Distinguished Faculty Recognition honoree. This award honors faculty who demonstrate passion and willingness to support students inside and outside the classroom. Congratulations, Dr. Li!

Dr. Jihan Nakhla currently serves as Instructor of Medical Assisting and the Medical Assistant Clinical Coordinator for the School of Nursing and Health Professions. She obtained her degree in Medical and Surgery and holds a graduate Doctor of Medicine degree from Cairo University and a pediatric diploma from the same institution. Dr. Jihan is Co-Chair of the Commission on Accreditation of Allied Health Education Programs for the Medical Assistance Program. She is a member of the College Life Committee, the Academic Senate, and the Curriculum and Instruction Committee. Thank you, Dr. Jihan Nakhla, for your many contributions!

Dr. Fatma Tat serves as Instructor of Chemistry and Coordinator of the Garden State S-Stem Scholarship. She received her doctorate in Organic Chemistry from Karaelmas University and her master's in Organic Chemistry from Uludag University. Dr. Fatma is a recipient of the Philip Johnston Award for Excellence in Teaching and the most recent recipient of the NISOD Excellence Award. She is active on various college committees, including the Academic Senate and PACDEI. She has published articles in several peer-reviewed journals. Thank you, Fatima, for all you do!

I will also take this opportunity to thank those who made this process possible. Thank you to the faculty and staff who served. It is a particularly important assignment, and I greatly appreciate the hard work of the entire board who assisted: Dr. Heather DeVries, who chaired the Tenure Review Board; VP Anna Krupitskiy; Dr. Yeury Pujols; Dr. Abdallah Matari; Dr. David Clark; Dr. Ara Karakashian; Kathryn Buckley; Denise Rossilli; Dr. Sirhan Abdullah; Dr. Rafaela Pernice; and Chef Gary Bensky.

We wish the newly tenured faculty congratulations and much success as they continue their journeys here, and a special thank you for their dedication to our students.

I invite each of them to offer remarks. After, I will ask Michael Ferlise, President of the Professional Association, for some concluding remarks.

Karen Galli offered remarks.

I started Hudson in 2013 as an adjunct, and today I feel so lucky to be here at my permanent home. One of the experiences I shared with my students is being a first-generation college student and a first-generation Asian American. Through our stories, we learned that we have been the voices of our immigrant parents and advocates for our education. I share this with you because I look forward to advocating for our first-generation students and continuing to build high-quality educational programs where we can make significant social progress and increase social and economic advancement for every student at Hudson. Thank you.

Dr. Fatma Tat offered remarks.

Good evening, Dr. Reber, Dr. Jones, Trustees, and the college community. I am honored and happy to be part of the HCCC family. I have a sense of belonging at the college and have been teaching for six years. I look forward to continuing to serve our students and community. I thank Dean Yearwood and my colleagues at STEM for their support. I also thank you all for supporting our tenure and giving us this opportunity to continue educating our students and the community as a whole. Thank you.

Dr. Clive Li offered remarks.

Good evening. I'm Dr. Clive Li, and I have been teaching at this institution for six years. I have seen the impact of education on students' lives. As an instructor, I aim to help each of my students reach their full

potential and achieve their goals. I am honored to receive tenure. It is a personal achievement for me and a reflection of the support and encouragement from my colleagues, students, and administration. I am fortunate to work with many amazing students, colleagues, and staff. I have learned so much from each of you.

I look forward to continuing to learn and grow as an educator. Thank you.

Fidelis Foda-Kahouo offered remarks.

Good evening, everyone, Trustees, Dr. Reber, and Dr. Jones.

A few years ago, when this Board held its meeting, I stood outside the lobby as a security guard. Today, I stand before you as an instructor with Dr. Reber's recommendation for tenure. I thank you, Dr. Reber, Dr. Jones, and Trustees. Thank you, Trustee Lee, for being an icon since the start of my journey. I also thank all those who participated in this selection and review process. I thank those who taught me while I was a student and those who became my colleagues. In particular, I thank Dr. Mojdeh Tabatabaie for being my inspiration since I was a student and even until today. I promised her to get my doctorate and continue to work for our students. Thank you.

Dr. Jihan Nakhla offered remarks.

Good evening, Trustees, Dr. Reber, Dr. Jones, administration, and colleagues.

Thank you for giving me this phenomenal opportunity to grow and develop under your leadership. It's been a pleasure to teach at HCCC since 2015. Throughout the years, I have been surrounded by everyone's support, including Dean Sirangelo, STEM faculty and staff. I share the same feeling of belonging to the college community, so I mean it whenever I say, "Hudson is Home." In addition, I want to acknowledge the unwavering support of my family, especially my husband.

As you endorse my recommendation for tenure, I will strive for continuous improvement by providing high-level instruction and learning experience and contributing to building a cohesive and comprehensively engaged workforce to make Hudson a shining light across the nation. Thank you again, and congratulations to all my colleagues.

Michael Ferlise offered his remarks.

Thank you. Chairman Netchert, Vice Chair Lee, Trustees, President Reber, and Vice President Jones, for the invitation and opportunity to speak briefly on behalf of my newly tenured faculty colleagues Fatma, Jihan, Fidelis, Clive and Karen. Congratulations to all.

I'm sure our Board members surmise the high demands and requirements our institution places upon those who hope to achieve tenure. However, behind the scenes, the arduous tasks are undertaken by the members who voluntarily serve on the Tenure Review Committee and who ultimately decide whether a candidate, in their eyes, achieves tenure.

I served on the tenure committee several times over the years, and I've always made sure to allow some time to pass since the decision to grant or deny tenure is substantial, both cognitively and emotionally. I thank our deans, administrators, and especially my faculty colleagues, who, out of their sense of professional ethics and personal responsibility, volunteered to carefully read, review, and evaluate often voluminous portfolios, took thoughtful notes, interviewed the nervous candidates, and judiciously and sometimes painstakingly discussed each individual's candidacy to make life-altering decisions for them. It is worth pointing out that members of the committee also usually provide their service and do this work over the holidays while the rest of us are unwinding before the next semester begins.

I also want to remind my newly tenured instructors that the security of a tenured position has been the cause of ensuring academic freedom for the integrity of scholarship and classroom instruction. No one, therefore, is guaranteed tenure, nor should they be. As professionals, all of us need to review and approve of the members of our profession, as were we. In short, those who have officially received tenure tonight have unquestionably earned it. You should feel incredibly proud that through your exceptional abilities and contributions over the last five or more years, your peers have voted to retain you as long-standing and serving members of our educational institution and community. We believe we will see more of what we witnessed from you over the last five years in our mission to provide high-quality education to our students.

Congratulations, Jihan, Fatma, Fidelis, Clive and Karen.

This is undoubtedly an extremely proud day for you as it is for all of us as your colleagues. We look forward to working with you and remaining productive together through the years. Congratulations!

President Reber resumed his remarks.

Thanks so much, Darryl and Michael. Congratulations again, Professors Foda-Kahouo, Galli, Li, Nakhla, and Tat.

Trustees, this concludes my report.

Chairman Netchert offered closing remarks.

On behalf of the Board, congratulations to the newly tenured faculty.

People ask why we do this. If we submit a transcript of Item V., on tonight's meeting report, which are the reports from SGA, ACC, and Darryl's report on tenured faculty, this is the reason why we are board members.

Congratulations!

Trustee Lee offered remarks.

Chairman Netchert, I second your comments regarding the faculty members awarded tenure. Congratulations to you all!

Also, I give a special shout-out to my dear friend Fidelis for achieving this auspicious honor. I recall when I would come to participate in meetings, and Fidelis would guard the door and keep us safe and secure. While he was doing his job, he also focused on his schoolwork. We have seen his journey from being a student at Hudson, then to Stevens, and now, being tenured and pursuing his doctorate, which is amazing and similar to VP Yeurys Pujols. This is exactly what Hudson County Community College is all about.

Congratulations to you all. This is a fantastic day, and I wish I could witness it personally, but I'm there virtually in spirit.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS:

1. *The Minutes of the Regular Meeting of February 21 2023, were approved.*
2. *Gifts, Grants, and Contracts Report – No report*

*Introduced by: Bakari Lee
Seconded by: Jeanette Peña*

10 Ayes.....0 Nays

Resolution Adopted

II. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-4:

1. Resolution Authorizing Agreement for Research-as-a-Service (RaaS) Platform, to be funded from the operating budget at a cost not to exceed \$61,500, was approved.
2. Resolution Authorizing Agreement for Fundraising and Engagement Platform, to be funded from the operating budget at a cost not to exceed \$227,089, was approved.
3. Resolution Authorizing Agreement for Portal Redesign, to be funded from the operating budget at a cost not to exceed \$129,600, was approved.
4. Resolution Authorizing Purchase of Desktops for the Testing Center, to be funded from the operating budget at a cost not to exceed \$91,686, was approved.
5. Resolution Authorizing Annual Commencement Formal Dinner for Graduates, to be funded through Student Life Fee Revenue at a cost not to exceed \$34,375, was approved.
6. Resolution Authorizing Purchase of Turnkey Replacements for 870 Bergen Avenue HVAC Units, to be funded through Chapter 12 Funds at a cost not to exceed \$86,957, was approved.

*Introduced by: Bakari Lee
 Secoded by: Jeanette Peña*

10 Ayes.....0 Nays

Resolutions Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-8:

1. SEPARATION

First Name	Last Name	Title	Effective Date
Jacqueline	Safont	Director of Accessibility Services	February 15, 2023

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Separation above as Personnel Recommendation Item No. 1.*

2. APPOINTMENT OF STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Maria Cielo	Cortez	Financial Aid Assistant	105	March 22, 2023	\$ 37,923.80
Tania	Martins	Center for Adult Transition, Career Advisor (Grant- Funded)	109	March 22, 2023	\$ 46,096.61

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Staff above as Personnel Recommendation Item No. 2.*

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Anticipated End Date	Annual Salary
Karine	Davis	Interim Director, Accessibility Services	119	March 6, 2023	June 30, 2023	\$ 72,305.54
Carmen	Guerra	Coordinator, Continuing Education and Workforce Development	109	April 10, 2023	June 30, 2023	\$ 46,096.61

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-time Staff above as Personnel Recommendation Item No. 3.*

4. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY

First Name	Last Name	Title	Annual Salary
Sonja	Rodiger-Radovic	Instructor, ESL (Non-tenured)	\$ 55,434.92

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-time Faculty above as Personnel Recommendation Item No. 4.*

5. APPROVAL OF FACULTY TENURE

The criteria for tenure include excellence in teaching, in scholarly achievement, in service to the College and community, and in the fulfillment of professional responsibilities. Applications for tenure are reviewed by a Tenure Review Board and recommendations are forwarded through the Chief Academic Officer to the President for approval and presentation to the Board of Trustees.

The following faculty are recommended for tenure at the rank of Assistant Professor effective Academic Year 2023-24.

Fidelis Foda-Kahouo, Instructor of Mathematics

Karen Galli, Instructor of English

Clive Li, Instructor of Engineering Science

Jihan Nakhla, Instructor of Medical Assisting

Fatma Tat, Instructor of Chemistry

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Faculty Tenure and Promotions above as Personnel Recommendation Item No. 5.*

6. AUTHORIZATION OF PART-TIME STAFF THROUGH MARCH 2024, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
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Anthony	Baskin	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Shakeya	Robinson	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Toni	Ferrer	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Kimberly	Sumpter	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Xavier	Pratt	Educational Opportunity Fund (EOF)	EOF Tutor	TUTOR-603001	Jose Lowe
Marolla	Youakim	Educational Opportunity Fund (EOF)	EOF Tutor	TUTOR-603001	Jose Lowe
Nick	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Nandall	Ramsarran	Mail Room and Copy Center	Customer Service Assistant	253035	Frederick Medina
Sebastian	Zapata	Science, Technology, Engineering, and Mathematics (STEM)	PT Class Assistant	101015	Faisal Aljamal

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No 6.*

7. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Daniel	Colonel	Business, Culinary Arts, and Hospitality Management
Darryl	Jordan	Business, Culinary Arts, and Hospitality Management
Derkyl	Paton	Business, Culinary Arts, and Hospitality Management
Joseph	Pignato	Humanities and Social Sciences
Linda	DeMartino	Science, Technology, Engineering, and Mathematics

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of New Hire Adjunct Instructors listed above as Personnel Recommendation Item No 7.*

8. MODIFICATION TO STAFFING TABLE

Current Approved Title	New Title	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
N/A	Coordinator, Continuing Education and Workforce Development	Carmen Guerra (New Appointment)	109	April 10, 2023

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Modification to Staffing Table listed above as Personnel Recommendation Item No 8.*

The Board of Trustees approved the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-8.**

1) Separation; 2) Appointment of Staff; 3) Appointment of Temporary Staff; 4) Appointment of Temporary Faculty; 5) Approval of Faculty Tenure; 6) Authorization of Part-time Staff, as Needed; 7) Appointment of New Hire Adjunct Instructors; and 8) Modification to Staffing Table.

Introduced by: Pamela Gardner
Seconded by: Harold Stahl

10 Ayes.....0 Nays

Resolutions Adopted

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-3:

1. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Peace Care, Inc. for Clinical Experiences in HCCC's Enhanced Certified Nurse Aide (CNA) Program was approved.
2. Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Peace Care, Inc. for Apprenticeship Experiences in HCCC's Enhanced Certified Nurse Aide (CNA) Program was approved.
3. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Newport Swim and Fitness for Internship Experiences in HCCC's Exercise Science and Personal Fitness Training Programs was approved.

Introduced by: Pamela Gardner
Seconded by: Jeanette Peña

10 Ayes.....0 Nays

Resolutions Adopted

X. NEW BUSINESS

None

XI. ADJOURNMENT at 5:58 p.m.

Introduced by: Jeanette Peña
Seconded by: Josep Doria

10 Ayes.....0 Nays

Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Authorizing Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12)

WHEREAS, Hudson County Community College ("College") has previously identified and approved certain parcels of property located in the City of Jersey City, New Jersey, as part of the plan to develop a permanent presence in the Journal Square area; and,

WHEREAS, the State of New Jersey, beginning with the FY 2024 cycle, will make available to the College through the Chapter 12 Program up to Two Million One Hundred Fifty-Six Thousand Three Hundred Thirty One Dollars and Fifty Cents (\$2,156,331.50) for capital projects, plus additional funds in the amount up to Two Million One Hundred Fifty-Six Thousand Three Hundred Thirty One Dollars and Fifty Cents (\$2,156,331.50) to be provided by County or County Backed Bonds as per Chapter 12 requirements; and,

WHEREAS, the Capital Projects Advisory Committee of the Board of Trustees has determined that it is in the best interests of the College and in conformance with the College's Facilities Master Plan to use the above-described funds, which total up to Four Million Three Hundred Twelve Thousand Six Hundred Sixty-Three Dollars (\$4,312,663), to further implement the College's Facilities Master Plan in Journal Square and all costs related thereto; and,

WHEREAS, the Board of Trustees is committed to supporting the annual operating costs and maintenance requirements for any new space to be constructed or acquired as a result of these projects; and,

WHEREAS, the Capital Projects Advisory Committee, Administration, and the Finance Committee of the Board of Trustees have approved this request for funding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College ("Trustees") approve up to Four Million Three Hundred Twelve Thousand Six Hundred Sixty-Three Dollars (\$4,312,663) to implement the College's Facilities Master Plan in Journal Square.

BE IT FURTHER RESOLVED that the Board of Trustees request the Hudson County Community College Board of School Estimate and Hudson County Board of Commissioners to make such certifications and enter into such agreements with the State of New Jersey for Chapter 12 funds as are required by the College to avail itself of the funds noted above for the undertaking of Capital Projects, including but not limited to: HCCC Tower, 71 Sip Avenue, 263 Academy Street, and 161 Newkirk Street, all as listed in the HCCC Master Plan, and any other projects that may be included therein, and also including all work and equipment necessary and incidental to the projects in the Journal Square area of Jersey City, New Jersey, for the purpose of further implementing the College's Facilities Master Plan and all costs related thereto.

BE IT FURTHER RESOLVED that the Board of Trustees request the Hudson County Community College Board of School Estimate to endorse, and the Board of County Commissioners to provide, such additional funding as may be required to meet the total cost of the projects described herein.

2. Resolution Approving Fiscal Year 2024 College Operating Budget

REPORT/BACKGROUND:

The proposed College FY 2024 Operating Budget is \$72,903,993. Following are guiding principles for development of the 2024 budget, which are conservative.

- Continue to reduce where possible administrative and operating expenses in all areas of the College.
- Continue to honor all contract provisions with internal unions, confidential staff and external service providers.
- Continue to grow enrollment and increase retention to reach and exceed pre-pandemic levels informed by outcomes measured under the highly successful and award-winning Hudson Scholars Program.
- Apply prior year federal stimulus funds retained in net position if needed to balance any expenditure increases and revenue shortfalls.
- Advocate a 5.7% increase in FY 2024 Hudson County appropriation.
- Project level FY 2024 enrollment from 2022-23.

The proposed Fiscal Year 2024 budget is based on the following assumptions regarding funding source.

- Tuition and Fees – 4% increase after three years of level tuition and fees and a slight increase in enrollment during 2022-23. This will be supported by the 7.25% Federal Pell Grant maximum award increase for 2024 approved under the \$1.7 Trillion Federal Omnibus Bill, and a previous 6% increase for 2023.
- State Appropriation – level with 2023 appropriation received following significant increase in last two years due to change in community college funding formula.
- County Appropriation – 5.7% increase of in-base support for enhanced technology funded through HEERF to enable growth in remote and online learning instructional and support services.
- Other Revenue – level from FY 2023.

The proposed budget by funding source is as follows:

FUNDING SOURCE AMOUNT (%)

Tuition and Fees	\$37,252,844	51%
County Appropriation	\$21,302,890	29%
State Appropriation	\$9,325,477	13%
Other Revenue	\$2,600,000	4%
Higher Education Emergency Relief Funds (HEERF) Earned In Prior Year Net Position if Necessary	\$2,422,782	3%
Total	\$72,903,993	100%

This is a conservative budget that reflects a 7% increase over the 2023 operating budget. This budget will meet contractual obligations and Federal Trade Commission mandated cybersecurity regulations. The 2024 operating budget will also support technology and the Hudson Scholars Program previously funded by HEERF. Retained federal stimulus funds will be used if necessary to balance the budget in tandem with the projected funding sources.

RECOMMENDATION:

The Administration and Finance Committee recommend that the Board of Trustees approve the Fiscal Year 2024 Operating Budget in the amount of \$72,903,993.

3. Resolution Authorizing Scan and Shred Services for the Office of Financial Aid

WHEREAS, Hudson County Community College (“College”) needs the services of a vendor to scan and shred Financial Aid records in the basement of the 70 Sip Avenue Building; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.9, the College may, without public advertisement, purchase goods and services through State Contracts; and,

WHEREAS, ACCSES NJ serves as the Central Nonprofit Agency and manages the Set-Aside program; and,

WHEREAS, this service is an initiative to remove all outdated material and digitally preserve files in preparation for offices eventually moving to the Academic Tower and the contractor will facilitate determination of files needing to be removed or saved; and,

WHEREAS, ACCSES NJ (New Jersey State Contract #89099) has quoted a price to provide the services at a cost not to exceed \$244,172; and,

WHEREAS, the cost will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to ACCSES NJ of Trenton, New Jersey, to provide the services described herein at a cost not to exceed \$244,172.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

4. Resolution Authorizing Building Maintenance Services Contract Extension

WHEREAS, Hudson County Community College (“College”) requires the services of a vendor to provide building maintenance services; and,

WHEREAS, the College has commenced procurement of the Services; and,

WHEREAS, the College needs to extend the current building maintenance services contract with Maverick Building Services, Inc. (“Maverick”) while the College conducts a procurement for the services and is able to award a contract to the new vendor; and,

WHEREAS, the anticipated extension is until July 2023; and,

WHEREAS, Maverick will provide the extended services at a total cost not to exceed \$259,000 per month; and,

WHEREAS, the cost of these services will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend payment for these services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the College to enter into a contract extension for services with Maverick Building Services, Inc. of Rutherford, New Jersey through July 2023 at a cost not to exceed \$259,000 per month.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

5. Resolution Authorizing Annual Renewal of Internet Services

WHEREAS, Hudson County Community College (“College”) needs to renew network access and internet services for instructional and administrative purposes following the expiration of the College’s existing

contract with NJEdge.net (“NJEdge”); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.10a, the service is exempt from public bidding as the purchase is being made through an approved cooperative; and,

WHEREAS, NJEdge (part of the NJ VALE Consortium) submitted a proposal to provide the services at a cost not to exceed \$583,560 over three years, which represents no increase from the prior year; and,

WHEREAS, the anticipated term is three (3) years; and,

WHEREAS, the cost of these services will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to NJEdge.net of Newark, New Jersey, to provide internet services as described herein, at a cost not to exceed \$583,560.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

6. Resolution Authorizing Sale of Personal Property

WHEREAS, Hudson County Community College (“College”) owns personal property in the category of computer equipment that is no longer needed for College purposes; and,

WHEREAS, the estimated fair market value of all of the property is less than \$25,000; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.27, the College may sell personal property no longer needed for College purposes at private sale since the estimated value of property is less than \$25,000; and,

WHEREAS, GovDeals.com has provided a proposal to sell the property through the Sourcewell National Cooperative, with the amount of the contract anticipated to be less than 20% of the College’s bid threshold; and,

WHEREAS, proceeds collected will be invested in Foundation scholarships; and,

WHEREAS, the Administration and Finance Committee recommend sale of the personal property;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby authorize the sale of personal property set forth above.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

7. Resolution Authorizing Purchase and Installation of ITV Equipment to be Funded by the American Rescue Plan (ARP) Grant

WHEREAS, Hudson County Community College (“College”) needs to purchase and install an ITV system in the Admissions Office Conference Room at 70 Sip Avenue; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.11a, the College may award a contract without public advertising for bids when the purchase is made through a purchasing cooperative established through the State of New Jersey; and,

WHEREAS, Aspire Technology Partners (National Cooperative Purchasing Alliance Contract #NCPA-96) has submitted a proposal for the purchase and installation of the ITV equipment at a cost not to exceed \$66,156; and,

WHEREAS, the cost of these services will be funded from the American Rescue Plan (ARP) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide the equipment and services described herein at a cost not to exceed \$66,156.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

8. Resolution to Approve May 17, 2023 Commencement Date and Venue to be Funded by the Student Life Fee

WHEREAS, Hudson County Community College ("College") needs to rent space for the Commencement Ceremony to be held at 11:00 a.m. on May 17, 2023; and,

WHEREAS, Red Bull Arena ("RBA") has provided a rental contract for the needed space at a total cost not to exceed \$80,000; and,

WHEREAS, the cost of this rental will be funded from the Student Life Fee; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the rental contract with Red Bull Arena of Harrison, New Jersey, in accordance with the terms described herein at a cost not to exceed \$80,000.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

9. Resolution Authorizing May 17, 2023 Commencement Reception Catering to be Funded by the Student Life Fee

WHEREAS, Hudson County Community College ("College") will hold a formal reception following the Commencement Ceremony to be held at 11 a.m. on May 17, 2023 at Red Bull Arena ("RBA") in Harrison, New Jersey; and,

WHEREAS, RBA has an exclusive catering contract with Delaware North Sportservice ("DNS"); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5(a)(7), the procurement of food supplies and services is exempt from public bidding; and,

WHEREAS, DNS submitted a proposal for reception catering services at a total cost not to exceed \$60,000; and,

WHEREAS, the cost of these services will be funded from the Student Life Fee; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the catering services contract with Delaware North Sportservice of Buffalo, New York, in accordance with the terms described herein at a cost not to exceed \$60,000.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take such other and further steps necessary to effectuate the purposes of this resolution.

10. Resolution Authorizing Increase in Facilities Services Contract Approved Under Resolution #15 at August 9, 2022 Board of Trustees Meeting

WHEREAS, at its August 9, 2022 regular meeting, the Board of Trustees of Hudson County Community College awarded a contract to WW Grainger (“Grainger”) under the State Contract for maintenance, repairs, and operations supplies and equipment for the Office of Facilities (“Services”) for an amount not to exceed \$60,000; and,

WHEREAS, additional supplies are needed to maintain College campuses through the end of the fiscal year; and,

WHEREAS, the College wishes to amend its prior resolution to reflect that the cost of the Grainger contract is \$85,000;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College amend the August 9, 2022 resolution awarding a contract for the Services to WW Grainger of Cranford, New Jersey, increasing the contract to a total amount not to exceed \$85,000.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

11. Resolution Authorizing Award of Contract for 119 Newkirk Street Demolition

WHEREAS, Hudson County Community College (“College”) requires engineering services for demolishing the building at 119 Newkirk Street and plans to build a parking structure (“Project”); and,

WHEREAS, this Project is part of the overall Academic Tower implementation; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (1), this service is exempt from public bidding as it is a professional service; and,

WHEREAS, DiCara Rubino Architects (“DR”) submitted a proposal to provide the services at a cost not to exceed \$76,300; and,

WHEREAS, DR was approved by the Board of Trustees to provide on-call services in August 2022; and,

WHEREAS, the cost of these services will be funded from Chapter 12 Funds; and,

WHEREAS, the Administration and Capital Projects Advisory Committee approve this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to DiCara Rubino Architects of Wayne, New Jersey, for the services, consistent with the terms described herein at a cost not to exceed \$76,300.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII., Fiscal, Administrative, Lease and Capital Recommendations 1-11.**

1) Resolution Authorizing Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12); 2) Resolution Approving 2024 Operating Budget; 3) Resolution Authorizing Scan and Shred Services for the Office of Financial Aid; 4) Resolution Authorizing Building Maintenance Services Contract Extension; 5) Resolution Authorizing Annual Renewal of Internet Services; 6) Resolution Authorizing Sale of Personal Property; 7) Resolution Authorizing Purchase and

Installation of ITV Equipment to be Funded by the American Rescue Plan (ARP) Grant; 8) Resolution to Approve May 17, 2023 Commencement Date and Venue to be Funded by the Student Life Fee; 9) Resolution Authorizing May 17, 2023 Commencement Reception Catering to be Funded by the Student Life Fee; 10) Resolution Authorizing Increase in Facilities Services Contract Approved Under Resolution #15 at August 9, 2022 Board of Trustees Meeting; and 11) Resolution Authorizing Award of Contract for 119 Newkirk Street Demolition.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 11, 2023

<i>DeFazio, Edward</i>	_____
<i>Doria, Joseph</i>	_____
<i>Gardner, Pamela</i>	_____
<i>Gargiulo, Frank</i>	_____
<i>Kenny, Roberta</i>	_____
<i>Lee, Bakari</i>	_____
<i>Peña, Jeanette</i>	_____
<i>Rodriguez, Silvia</i>	_____
<i>Stahl, Harold</i>	_____
<i>Netchert, William, Chair</i>	_____

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATION

First Name	Last Name	Title	Effective Date
Andres	Estrella	Senior Accountant	March 31, 2023

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Resignation above as Personnel Recommendation Item No. 1.*

2. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Salary
Jeet	Patel	Support Analyst	April 12, 2023	June 30, 2023	\$ 42,000

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-time Staff above as Personnel Recommendation Item No. 2.*

3. APPROVAL OF FACULTY PROMOTIONS

The purpose of promotion in academic rank is to acknowledge exceptional teaching and learning, scholarly and professional achievements, and service to the College and broader community. Applications for promotion are reviewed by a Promotion Review Committee and recommendations are forwarded through the Chief Academic Officer to the President for approval and presentation to the Board of Trustees.

The following faculty are recommended for promotion to the rank of Associate Professor effective Academic Year 2023-24.

Sirhan Abdullah
Peter Cronrath
Evgeniya Kozlenko
Kewal Krishan
Craig McLaughlin
Lester McRae
Elana Winslow

The following faculty are recommended for promotion to the rank of Professor effective Academic Year 2023-24.

Shannonine Caruana
Claudia Delgado
Nadia Hedhli
Catherine Sweeting

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Faculty Promotions above as Personnel Recommendation Item No. 3.*

4. AUTHORIZATION OF PART-TIME STAFF THROUGH APRIL 2024, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Hafeda	Benounane	ADJ Academic Support Services Department	Tutor	TUTOR 11-252010	Kenny Fabara
Veronica	Burgos	ADJ Academic Support Services Department	Tutor	TUTOR 11-252010	Kenny Fabara
Carmine	Salerno	ADJ Academic Support Services Department	Tutor	TUTOR 11-252010	Kenny Fabara
Jessica	Roca	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Alexandra	Plante	College Libraries	PT Librarian	PTLRN-150510	John Hernandez
Sridevi	Ayloo	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Emajonite	Etienne	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Carmelo	Feliciano Jr.	Continuing Education and Workforce Development	PT Academic Coach	ACDCCH-603091	Maritza Reyes
Rachelle	Gilot	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Dionne	Kettl	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Paula	Olveira	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Alexandra	Plante	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Maryam	Syed	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Robert	Wilder II	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jessica	Wohlstetter	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jailyn	Bermudez	Educational Opportunity Fund	Office Assistant	OFFAST-150515	Jose Lowe
Stephanie	Hernandez	Educational Opportunity Fund	Office Assistant	OFFAST-150515	Jose Lowe
Michele	Moore	Educational Opportunity Fund	EOF Instructor	PTINST	Jose Lowe
Lawrence	Squicciarri	Facilities	PT HVAC Mechanic	PTHVAC-300510	Ilya Ashmyan
Leymi	Abreu	Human Resources	Office Assistant, Benefits	OFFAST-253020	Carmen McGuire
Mark	Amaker	ITS	PC Technician	PTTECH-253025	Ken Melewski
Thomas	Larson	Mental Health and Counseling	PT Social Worker	PTSW-252033	Doreen Pontius
Jocelyn	Flores	Science, Technology, Engineering, and Mathematics (STEM)	Office Assistant	OFFAST-101015	Burl Yearwood
Sally	Elwir	Student Activities	Student Leader	STUCENT-701000	Veronica Gerosimo

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No 4.*

5. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Saly	Daoud	School of Nursing and Health Professions
Nancy	Pino	School of Nursing and Health Professions

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of New Hire Adjunct Instructors listed above as Personnel Recommendation Item No 5.*

6. MODIFICATION TO STAFFING TABLE

Current Approved Title	New Title	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
N/A	Coordinator, Continuing Education	N/A	Grade 109	April 12, 2023

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Modification to Staffing Table listed above as Personnel Recommendation Item No 6.*

7. RESOLUTION TO AMEND POLICY ON CONFERRAL OF EMERITUS/EMERITA STATUS

WHEREAS, the Board of Trustees (“Board”) is committed to ensuring regular review and updates of the College’s policies; and,

WHEREAS, the President, Administration, and Personnel Committee recommend amendment of the Policy on Conferral of Emeritus/Emerita Status; and,

WHEREAS, the amendment includes removal of “upon their retirement” and replacement with “who have retired”; and,

WHEREAS, the Board will delegate to the President the responsibility to develop procedures and guidelines for the implementation of this policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the amended policy.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

8. RESOLUTION TO GRANT EMERITUS/EMERITA STATUS

WHEREAS, the Board of Trustees (“Board”) approved a Policy on Emeritus/Emerita Status to recognize contributions of long-serving and distinguished faculty and staff who have retired from Hudson County Community College; and,

WHEREAS, the following individuals served the College with evidence of substantive contributions and distinguished service in conformance with approved emeritus/emera status criteria:

Name	Proposed Emeritus Title
Denise Phillips	Assistant Professor of ESL Emerita
Harvey Rubinstein	Professor of Humanities and Social Sciences Emeritus

Barry Tomkins	Professor of Humanities and Social Sciences Emeritus
Salvador Figueras	Professor of Humanities and Social Sciences Emeritus
Nabil Marshood	Professor of Humanities and Social Sciences Emeritus
Mojdeh Tabatabaie	Professor of STEM Emerita
Thomas Hsieh	Professor of STEM Emerita
Siroun Meguerditchian	Associate Professor of Business, Culinary Arts and Hospitality Management Emerita
Philip Cafasso	Professor of Business, Culinary Arts and Hospitality Management Emeritus

WHEREAS, the President, Administration, and Personnel Committee recommend granting Emeritus/Emerita Status to the individuals noted in this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees grant Emeritus/Emerita Status to the individuals above.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-8.**

1) Resignation; 2) Appointment of Temporary Full-time Staff; 3) Approval of Faculty Promotion; 4) Authorization of Part-time Staff, as Needed; 5) Appointment of New Hire Adjunct Instructors; 6) Modification to Staffing Table; 7) Resolution to Amend Policy on Conferral of Emeritus/Emerita Status; and 8) Resolution to Grant Emeritus/Emerita Status.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 11, 2023

DeFazio, Edward _____
 Doria, Joseph _____
 Gardner, Pamela _____
 Gargiulo, Frank _____
 Kenny, Roberta _____
 Lee, Bakari _____
 Peña, Jeanette _____
 Rodriguez, Silvia _____
 Stahl, Harold _____
 Netchert, William, Chair _____

_____ Aye _____ Nay

SUPPORTING DOCUMENT

Resolution 7 – Attachment

PRESIDENT’S OFFICE POLICY ON CONFERRAL OF EMERITUS/EMERITA STATUS

Purpose

The purpose of the Policy on Emeritus/Emerita Status is to recognize the contributions of long-serving and distinguished faculty and staff who have retired from Hudson County Community College (“College”) through the conferral of Emeritus/Emerita status.

Policy

The College and its Board of Trustees are committed to maintaining a rich intellectual life and a vibrant organizational culture. The President’s Office recognizes that fostering and advancing relationships between the College and long-serving and distinguished faculty and staff following their retirement from the College is essential to sustaining the College’s intellectual life and organizational culture. The President’s Office is committed to cultivating these relationships through the conferral of Emeritus/Emerita status to faculty and staff who embody the mission and values of the College.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The HCCC Cabinet shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved: November 2021; Amended April 2023

Approved by: Board of Trustees

Category: President’s Office

Scheduled for Review: April 2026

Responsible Department: President’s Office (Cabinet)

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS

1. Resolution Authorizing Recognition of April 2023 as Hudson County Community College Month

WHEREAS, the more than thirteen hundred community and technical colleges in the United States, public and private, have contributed enormously to the richness and accessibility of American higher education; and,

WHEREAS, by providing educational opportunities at costs and locations accessible to all who are qualified, community and technical colleges have greatly enhanced the opportunity for every ambitious student to enter a postsecondary school program, and as community-based institutions, our schools provide varied programs and offer specialized training for more than one thousand occupations; and,

WHEREAS, Hudson County Community College (“College”) aspires to offer consistently best-practice, transformative educational and economic opportunities for our students and all residents of Hudson County as one of the nation’s leading and most diverse urban community colleges; and,

WHEREAS, the 2017 Equality of Opportunity Project ranked the College in the top 5% of 2,200 education institutions for improving students’ social mobility; and,

WHEREAS, the College’s Foundation has raised over \$3.5 million for student scholarships to date; and,

WHEREAS, the College has awarded over \$2.9 million to 1,524 students through the Community College Opportunity Grant in Academic Year 2022-23; and,

WHEREAS, the College is the largest of four higher education institutions in Hudson County with an unduplicated enrollment of approximately 18,000 credit and non-credit students, and operates campuses in Jersey City and Union City as well as an off-site location in Secaucus at the Hudson County Schools of Technology Frank J. Gargiulo Campus; and,

WHEREAS, the College has invested in facilities that support students’ learning and overall success such as a state-of-the-art STEM building, an award-winning library building, a signature culinary arts building, a studio theatre classroom, a Bloomberg Finance lab, a park outside of 161 Newkirk Street, a new student center located at 81 Sip Avenue, and a comprehensive campus in Union City; and,

WHEREAS, the College offers nearly 90 degree and certificate programs, including a nationally recognized program in Culinary Arts, a Computer Science Cybersecurity program that has been recognized as a Center of Academic Excellence by the National Security Agency, and a Medical Assisting program that was recently awarded initial programmatic accreditation from the Commission on Accreditation of Allied Health Education Programs; and,

WHEREAS, the College has engaged with local K-12, university, and industry partners to provide students with a wide array of academic and career pathways, including Eastern Millwork, Inc. in the field of Advanced Manufacturing, the International Brotherhood of Electrical Workers Local 164 in the field of Construction Management, and the International Union of Operating Engineers Local 825 in the field of Technical Studies; and,

WHEREAS, 38 students in the College’s Early College Program earned associate degrees ahead of their high school diplomas in May 2022; and,

WHEREAS, the College has developed new academic programs in Construction Technology, Construction Administration, and Cannabis Studies, and has experienced significant growth in its inventory of courses and programs that are delivered fully online to meet the needs of the local community and labor market; and,

WHEREAS, the College was awarded a National Science Foundation Grant in the amount of \$300,000 to enhance areas of study in the field of Construction Management through expanded programming and broadened community partnerships; and,

WHEREAS, the School of Science, Technology, Engineering, and Mathematics received the “2022 Inspiring Programs in STEM” award from “INSIGHT Into Diversity Magazine;” and,

WHEREAS, the College was awarded a Title V grant through the U.S. Department of Education in the amount of \$3 million to expand educational opportunities and promote academic attainment of students, with a focus on Hispanic and Latino students, through “The Golden Door/La Puerta Dorada” project; and,

WHEREAS, to date, 190 students have been awarded the Proficiency Certificate in ESL; and,

WHEREAS, the College was selected as one of 14 community colleges nationally to participate in the Association of Community College Trustees Noncredit to Credit Alignment Lab and is building noncredit-to-credit pathways in Supply Chain Management and Construction Management; and,

WHEREAS, the College has partnered with the Hudson County Department of Housing and Community Reintegration and the New Jersey Reentry Corporation (NJRC) to provide education and training programs that lead to gainful employment for individuals who are currently, or were previously, incarcerated; and,

WHEREAS, HCCC was one of ten community colleges selected to receive a \$100,000 Metallica Scholars Initiative Award for its Welding program at NJRC through the All Within My Hands Foundation; and,

WHEREAS, in partnership with NJRC, the College has offered a first-of-its-kind program in the state to offer training in Phlebotomy to justice-involved individuals; and,

WHEREAS, 27 members of the College’s faculty and staff have been celebrated for their commitment to professional development as recipients of the 2022 National Institute for Staff and Organizational Development (NISOD) Excellence Award and 31 faculty and staff have been acknowledged with the League for Innovation in the Community College’s League Excellence Award in 2023; and,

WHEREAS, members of HCCC’s faculty have been celebrated for their commitment to student success as recipients of the American Association of Community College’s Dale P. Parnell Faculty Distinction Recognition in 2019, 2020, and 2023, and the Association of Community College Trustees’ Northeast Regional Faculty Member Award in 2021; and,

WHEREAS, 24 faculty earned an Association of College and University Educators (ACUE) teaching credential in August 2022; and,

WHEREAS, the College is committed to supporting its students beyond the classroom by promoting a culture of care across its campuses that includes food pantries on both campuses, a clothing closet, mental health counseling services, and an emergency fund for students’ use, and has been awarded the Campus Prevention Network Seal of Prevention by Vector Solutions; and,

WHEREAS, the College has disbursed, to date, over \$24 million in federal stimulus and other funding to 11,380 students to help them remain enrolled and persist in their education; and,

WHEREAS, the College has maintained a commitment to innovation and leadership in higher education by investing stimulus funding to create the Hudson Scholars program, which is a developed-to-scale student success program that has received national recognition; and,

WHEREAS, in 2023, the College was one of two colleges nationally to be a finalist in all three Bellwether College Consortium Award categories and the College's Hudson Scholars Program was recognized with the 2023 National Bellwether Award; and,

WHEREAS, the College has maintained a laser-like focus on student success through its engagement with Achieving the Dream and has experienced a 43% increase in its 3-year graduation rate over the past 4 years and anticipates another significant increase in 2023; and,

WHEREAS, the College was recognized in February 2023 as a Leader College by Achieving the Dream and was accepted to participate in Achieving the Dream's Racial Equity Leadership Academy; and,

WHEREAS, the College is a leader among its peers for its President's Advisory Council on Diversity, Equity, and Inclusion (PACDEI), its DEI Action Plan, and its programming and professional development opportunities around social justice issues, particularly its DEI Student Passport Program; and,

WHEREAS, the College's Center for Teaching, Learning, and Innovation hosted its second annual Teaching and Learning Symposium on Social Justice in Higher Education, which consisted of 50 presenters and attracted attendees from 77 four-year institutions and 55 community colleges from 34 states as well as participants from two international colleges and many state, civil, and social service organizations; and,

WHEREAS, the College was recognized for its Diversity, Equity and Inclusion initiatives as the recipient of the "INSIGHT Into Diversity" 2022 Higher Education Excellence in Diversity (HEED) Award for the second consecutive year and the Association of Community College Trustees 2021 Northeast Region Equity Award; and,

WHEREAS, the College was recognized as a Most Promising Place to Work in Community Colleges by the National Institute for Staff and Organizational Development (NISOD) and "Diverse: Issues in Higher Education" and was recognized as one of only 22 two-year colleges in the United States, and the only college in New Jersey, as a 2022 Great College to Work For in five areas by ModernThink; and,

WHEREAS, HCCC students have been celebrated as recipients of the Jack Kent Cooke Scholarship, the Goldwater Scholarship, the DREAM Scholar recognition, the Harvey Lincoln Student Scholarship, and the Kaplan Leadership Scholarship; and,

WHEREAS, the College has six student semi-finalists for the 2023 Jack Kent Cooke Scholarship; and,

WHEREAS, Beta Alpha Phi, the HCCC chapter of Phi Theta Kappa (PTK) International Honor Society, has earned the distinction of Five Star Chapter Status, which is Phi Theta Kappa's highest level of recognition; and Dr. Chris Reber has been recognized as a Phi Theta Kappa (PTK) Honor Society Paragon President; and,

WHEREAS, College leaders have been recognized with the following awards from PTK: PTK 2022 Distinguished College Administrator Award and PTK 2022 Continued Excellence Award for Advisors; and,

WHEREAS, President Reber was recognized with the Association of Community College Trustees 2022 Northeast Regional Chief Executive Officer Award, the 2022 Education Leader Award by the Hispanic State Parade of New Jersey, the Hudson County Chamber of Commerce 2021 "Legends Spirit Award," and, for the second consecutive year, was named to the 2022 NJBIZ Education Power 50 List; and,

WHEREAS, Board of Trustees Chair William Netchert was recognized as the 2019 Association of Community College Trustees M. Dale Ensign Trustee of the Year for the Northeastern United States; and,

WHEREAS, Board of Trustees Vice Chair Bakari Lee provided national community college leadership as the former chair of the Association of Community College Trustees; and,

WHEREAS, Trustee and Secretary/Treasurer to the Board Pamela Gardner was elected for a second term to the Association of Community College Trustees' Diversity, Equity, and Inclusion Committee; and,

WHEREAS, the College is committed to serving as the community's college through continued engagement with its African American Outreach Committee and its Latino Advisory Council; and,

WHEREAS, in recognition of the important contribution of community and technical colleges to our total educational system, the United States Congress authorized and requested then President Ronald Reagan to issue Proclamation 5418 establishing a National Community College Month in 1985; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend recognizing April 2023 as Hudson County Community College Month;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College recognize April 2023 as Hudson County Community College Month.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

2. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and New Jersey Future

WHEREAS, Hudson County Community College ("College") seeks to optimize community engagement through the development of seamless academic pathways with K-20 partners and in support of the College's mission to provide high-quality educational opportunities that promote student success and upward social and economic mobility; and,

WHEREAS, New Jersey Future seeks to enter into a Memorandum of Understanding ("MOU") with Hudson County Community College ("College") for the delivery of the Water Workforce Utility Pilot Program; and,

WHEREAS, the goal of the Water Workforce Utility Pilot Program is to provide students with pathways to gainful employment in the utility sector; and,

WHEREAS, this MOU will remain in effect for one (1) year unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the memorandum of understanding between Hudson County Community College and New Jersey Future;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the memorandum of understanding between Hudson County Community College and New Jersey Future, effective April 11, 2023.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

3. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Coach USA

WHEREAS, Hudson County Community College (“College”) seeks to optimize community engagement through the development of seamless academic pathways with K-20 partners and in support of the College’s mission to provide high-quality educational opportunities that promote student success and upward social and economic mobility; and,

WHEREAS, Coach USA seeks to enter into a Memorandum of Understanding (“MOU”) with Hudson County Community College (“College”) for the delivery of the related technical instruction for the Diesel Mechanic Registered Apprenticeship Program; and,

WHEREAS, this MOU will remain in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the memorandum of understanding between Hudson County Community College and Coach USA;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the memorandum of understanding between Hudson County Community College and Coach USA, effective April 12, 2023.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

4. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and MC Mentor, LLC for the Medical Cannabis Mentor Program

WHEREAS, Hudson County Community College (“College”) seeks to optimize community engagement through the development of seamless academic pathways with K-20 partners and in support of the College’s mission to provide high-quality educational opportunities that promote student success and upward social and economic mobility; and,

WHEREAS, MC Mentor, LLC seeks to enter into a Memorandum of Understanding (“MOU”) with Hudson County Community College (“College”) for the delivery of the Medical Cannabis Mentor Program; and,

WHEREAS, this MOU will remain in effect for one (1) year unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the memorandum of understanding between Hudson County Community College and MC Mentor, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the memorandum of understanding between Hudson County Community College and MC Mentor, LLC, retroactive to March 24, 2023.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

5. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City Housing Authority for Internship Experiences in HCCC’s Human Services Pre-Social Work Program

WHEREAS, Hudson County Community College (“College”) offers an Associate of Science in Human Services Pre-Social Work Degree Program (“Program”) through its School of Humanities and Social Sciences; and,

WHEREAS, the Program includes an internship component; and,

WHEREAS, the Program requires additional sites at which its students can fulfill the requisite internship experiences; and,

WHEREAS, Jersey City Housing Authority (“JCHA”) has the capacity to meet the needs of the Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement (“Agreement”) with JCHA whereby students enrolled in the Program will be able to complete internship experiences; and,

WHEREAS, this Agreement will remain in effect for the term listed in the Agreement unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Jersey City Housing Authority;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and Jersey City Housing Authority, retroactive to February 6, 2023.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1-5:**

- 1) Resolution Authorizing Recognition of April 2023 as Hudson County Community College Month;
- 2) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and New Jersey Future;
- 3) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Coach USA;
- 4) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and MC Mentor, LLC for the Medical Cannabis Mentor Program; and,
- 5) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City Housing Authority for Internship Experiences in HCCC’s Human Services Pre-Social Work Program.

INTRODUCED BY: _____

SECONDED BY: _____

DATE:

April 11, 2023

DeFazio, Edward
Doria, Joseph
Gardner, Pamela
Gargiulo, Frank
Kenny, Roberta
Lee, Bakari
Peña, Jeanette
Rodriguez, Silvia
Stahl, Harold
Netchert, William, Chair

_____ Aye

_____ Nay

Supporting Documents



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

New Jersey Future

April 11, 2023 – April 10, 2024

Description/Purpose

The purpose of this Memorandum of Understanding (“MOU”) is for Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and New Jersey Future (NJF) to establish a partnership whereby HCCC will deliver the Water Workforce Utility Pilot Program to NJF.

Roles and Responsibilities

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

New Jersey Future

- a) Will assign an individual to be the main contact for the program.
- b) Will consult with HCCC to determine the workforce training program schedule.
- c) Agrees to design a 50-hour water workforce curriculum, recruit water centric facilitators for the workforce program, assist with recruitment by promoting to current partners and identifying new partners, assist with identifying water-specific online courses, negotiate prices with potential supplemental providers, connect HCCC with utilities for a facility tour, and help connect HCCC to utilities for internship and employment opportunities, and share opportunities for career fairs. The water workforce draft curriculum will include: Welcome and Introduction to Occupations in the Water Sector; Introduction to Water and Wastewater; OSHA and First Aid; Career Exploration and Readiness Skills; and a Utility Tour. Topics will be finalized in consultation with HCCC.
- d) Agrees to pay the agreed upon price (\$37,100) for the workforce water program excluding student stipends in accordance with, and within the time required, by this MOU.
- e) Provide up to \$20,000 to HCCC for student stipends, in addition to the agreed upon amount for the water workforce program, based on an agreed upon schedule. The amount will be \$1,000 per participant, for a total amount not to exceed \$20,000 should 20 participants complete the program. The payment schedule will be determined mutually by NJF and HCCC.



- f) NJF shall be responsible for its actions as well as the actions of its staff. NJF agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or third-party claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or NJF staff interaction.

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

- a) Will assign an individual to be the main contact for the program.
- b) Agrees to consult with NJF regarding the workforce training program.
- c) Will provide instruction in-person at HCCC, virtually or in a hybrid modality, in consultation with NJF.
- d) Will adhere to the training schedule which will begin in mid-September 2023 and end in early November 2023. Any changes will be made in consultation with NJF.
- e) Will recruit between 15 - 20 students for the workforce program. All students shall be subject to HCCC's and CEWD's policies and procedures.
- f) Will recruit and hire instructors for the workforce program.
- g) Will administer payment of student stipends, based upon the agreed upon schedule.
- h) Will include the cost of book and materials for students based on the draft curriculum.
- i) Will connect students with HCCC's career services.
- j) Will connect 100% of students who complete the workforce training program with the next level of educational pathway, internship, or employment.
- k) Will endeavor to develop agreements with employers for internship opportunities, when necessary.
- l) Will hold any in-person classes or events at the Journal Square campus in Jersey City and provide a platform for students to join virtual classes.
- m) Will record and maintain student attendance.
- n) Will provide a certificate of completion for those who successfully complete the program.
- o) Will participate in a recognition ceremony upon completion of the program.
- p) HCCC shall be responsible for its actions as well as the actions of its staff members. HCCC agrees to defend, indemnify and hold NJF harmless from any and all damages incurred by, or third-party claims brought against, NJF, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, student or HCCC staff member interaction.



Invoicing

- a) Agrees to pay HCCC \$37,100 as follows: 25% upon signing the agreement, 25% when classes start, 25% halfway through the classes, and 25% when the contract concludes.
- b) HCCC will submit invoices for payment according to the terms of the agreement. Payment is due upon receipt. Any payment not received within ten (10) days of receipt of the invoice shall incur interest at a rate of 1.5% per month.

Dispute Resolution

- a) Any and all claims, disputes or other matters in question between HCCC and NJF arising out of or relating to this Agreement or alleged breach thereof, exclusively shall be subject to and determined by the Superior Court of New Jersey venue in Hudson County, New Jersey.

Governing Law

- a) This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws, and provisions therein.
- b) The rights of HCCC or NJF under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

Notices

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

As to New Jersey Future:

New Jersey Future
 16 W Lafayette Street
 Trenton, NJ 08608
 Attention: Paula Figueroa-Vega, Director, Jersey Water Works Collaborative

As to Hudson County Community College:



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

Independent Contractors

- a) NJF is entering into this Agreement as an independent contractor and not as HCCC's agent, partner or joint venture.

Ownership

NJF shall own all data, information and other work arising directly from HCCC's performance hereunder. Immediately upon termination of this Agreement for any reason, all such data, information and other work, in whatever form, shall be turned over to NJF.

Any works of authorship developed in the course of performance under this Agreement shall be deemed works-for-hire under federal copyright law and all ownership rights to such copyrightable works shall be the property of NJF. Should any works of authorship not constitute works-for-hire under federal copyright law, HCCC hereby grants, transfers, assigns and conveys to NJF and its successors and assigns, HCCC's entire right, title, and interest in and to such works or any part thereof, including but not limited to the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights in the United States of America or any foreign country.

Any patentable invention conceived or reduced to practice in the course of performance under this Agreement shall be the property of the NJF. All trademark or other intellectual property rights arising directly from HCCC's performance under this Agreement shall be the property of NJF.

Whether a copyright, patent, trademark or other intellectual property right shall be maintained or registered in the United States of America or any foreign country shall be at the sole discretion of NJF. HCCC agrees to cooperate reasonably with NJF, at NJF's expense, including reimbursement of any costs and fees (including legal fees) incurred by HCCC, in the preparation and execution of all documents reasonably necessary or incidental to the protection and preservation of the rights granted herein to NJF. HCCC warrants and represents that to its knowledge the Services provided hereunder



do not infringe, individually or collectively, any copyright, patent, trademark or other intellectual property right of any third party.

Provisions and Amendments

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of April 11, 2023 – April 10, 2024 and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

New Jersey Future

Hudson County Community College

By: _____

By: _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN:
HUDSON COUNTY COMMUNITY COLLEGE AND COACH USA**

Between:

This MOU, effective as of the date last signed by the parties, is entered into between Hudson County Community College (HCCC) and Coach USA for the Diesel Mechanic Registered Apprenticeship Program.

Description of Services

HCCC, through the School of Continuing Education & Workforce Development department ('CEWD'), will provide the following Required Technical Instruction ('RTI') for the Diesel Mechanic Registered Apprenticeship program in accordance with the provisions of this MOU.

Outline of the Diesel Mechanic Registered Apprenticeship Program:

Job Description: Diagnose, adjust, repair, or overhaul buses and trucks, or maintain and repair any type of diesel engines. Includes mechanics working primarily with automobile or marine diesel engines.	
RAPIDS Code: 0124	O*NET Code: 49-3031.00

The Registered Apprenticeship structure will comprise two components:

- Classroom training-Related Technical Instruction (RTI)
- On-the-job training under the guidance of experienced workers

RTI refers to the classroom and/or lab learning experiences of apprentices. Hours spent in the classroom are designed to complement the On-the-Job Training (OJT) component of apprenticeships and enhance the learning experience.

For each year of the apprenticeship, the apprentice will normally receive the required hours of on-the-job training, and a minimum of 144 hours of related classroom instruction.

The Registered Apprenticeship completion may be time-based, competency-based or a hybrid of both hours and competencies.

Time-based: the apprentice's progress is measured by the number of hours spent on the job and in the classroom.

Competency-based: the apprentice's progress is measured by his or her ability to demonstrate the application of relevant knowledge, skills and abilities.

Hybrid-based: the apprentice's progress is measured by both the number of hours and competencies.

The on-the-job component will include but not be limited to:

1. Diesel Engine Repair

- a. Four-cycle engines
- b. Pistons, rings, valves, and bearings
- c. Scavenging systems

- d. Starting systems
 - 1. electric
 - 2. compressed air
- e. Cooling systems
- f. Lubricating systems

2. Drive Systems

- a. Clutches
- b. Transmission and transfer cases and power take-off
- c. Final drives
- d. Rear wheels
- e. Tracks and track suspension systems

3. Steering Systems

4. Brake Systems

5. Chassis and Springs

6. Lubrication and Lubrication Systems of All Equipment

7. Hydraulic Pumps

8. Welding

The RTI portion will include but not be limited to:

The following related training outline identifies subject matter which must be mastered by the apprentice in order to successfully complete the program:

<u>Math</u>	<u>Science</u>	<u>Graphics</u>	<u>Communications</u>	<u>Trade Theory</u>
Basic Math		Schematics	Customer Relations	Starting Systems
Algebra			Technical Writing	Charging Systems
				Ignition Systems
				Cooling Systems
				Valve Systems
				Engine Repair Clutch and Transmission
				Brake Systems
				Fuel Systems and Carburetors

Trade Theory (CONTD.)

Front Suspension

Tune-Up

State Inspection

Welding

Machine Shop I, II

Hand and Power
ToolsOSHA Safety
Requirements**Roles and Responsibilities**

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

Coach USA agrees to:

- a. Identify a staff member for day-to-day communications between Coach USA and HCCC Diesel Mechanic Apprenticeship Coordinator.
- b. Identify a 'mentor' to evaluate apprentices for skill competency for the duration of the apprenticeship, with a full-time schedule of On-the-Job-Learning (OJL).
- c. Refer incumbent or newly-hired employees to the registered apprenticeship Program.
- d. Host the on-the-job training portion of the program at Coach USA's Elizabeth facility.
- e. Hire an individual who completes the Program if there is an open position available at a given time.
- f. Incorporate a salary increase based on a schedule of competencies or time.
- g. Not discriminate against any student with respect to recruitment and participation in the Program.
- h. Hold HCCC, its employees, administrators, staff, directors, trustees, agents and assigns harmless against any damages or expenses of any kind incurred by HCCC as a result of third-party actions or claims, and/or against third-party actions brought against or third-party claims made against HCCC, its employees, administrators, staff, directors, trustees, agents and assigns as a result of the acts or omissions of Coach USA or Program participants.

HCCC agrees to:

- a. Review the course schedule with appointed representative from Coach USA.
- b. Confirm student eligibility based on apprenticeship and funder guidelines.
- c. Identify a staff member for day-to-day communications and the Program's administrative oversight.
- d. Provide instruction, books, uniforms, and appropriate instructional materials, the fees for which shall be included in the tuition for each applicable Program.

- e. Include the first set of testing and certification fees as part of the tuition. Any testing beyond this will be the obligation of the student.
- f. Hold Coach USA, its employees, administrators, staff, directors, trustees, agents and assigns harmless against for any damages or expenses of any kind incurred by Coach USA as a result of third-party actions or claims, and/or against third-party actions brought against or third-party claims made against Coach USA, its employees, administrators, staff, directors, trustees, agents and assigns as a result of caused by the acts or omissions of HCCC.

Funding for Training, including any details regarding payments due and owing to HCCC from Coach USA, will be determined by HCCC and Coach USA prior to the commencement of the Program. HCCC will seek grant opportunities to support the training and other components of the program, whenever possible. Agreement on funding for the training is a condition precedent to commencement of the Program.

Cancellation Policy

HCCC and Coach USA retain the right to cancel this agreement upon the provision of 30 business days' written notice to the other party. All students actively enrolled at the time of the cancellation will be allowed to complete the course (so long as the course has begun) subject to the terms and conditions above. There shall be no refund of tuition or other costs paid to HCCC.

Choice of Law/Dispute Resolution

This MOU shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles. All disputes arising out of or relating to this MOU or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.

Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement between the parties will begin **on April 12, 2023** and end **on April 11, 2025**. Any continuation is subject to a new agreement.

Hudson County Community College

Name: Dr. Christopher Reber

Title: President

Signature:

Date:

Coach USA

Name:

Title:

Signature:

Date:

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum" or "MOU") is made on March 24, 2023, by and between Hudson County Community College, of 161 Newkirk St, Jersey City, New Jersey 07306 (hereinafter referred to as "HCCC") and MC Mentor, LLC, of 205 Bainbridge St., Brooklyn NY 11233 (hereinafter referred to as " MC Mentor") (collectively HCCC and MC Mentor are referred to as the "Parties").

WHEREAS HCCC and MC Mentor desire to enter into an agreement in which HCCC, through its Continuing Education division ("HCCC CE"), and MC Mentor will work together as set forth herein for HCCC CE's Medical Cannabis Mentor program ("Program");

AND WHEREAS HCCC and MC Mentor are desirous to enter into this Memorandum to set out the working arrangements that each of the partners agree to undertake in connection with the Project, and to set the framework for each party's responsibilities in connection with the Program.

NOW, THEREFORE, intending to be bound, the Parties agree as follows:

Obligations of the Parties

The Parties are committed to working together to ensure the success of the Program, including leadership, financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by HCCC CE:

Registering students for the Program.

Receipt of tuition and any other fees required of the Program's registered students.

Compensating MC Mentor 50% of profit on all courses offered by HCCC under the Program. Profit shall be calculated as all student tuition minus Program expenses incurred by HCCC. HCCC shall submit to MC Mentor its share of the profits within thirty (30) days after the profits for each course are calculated.

- b. Services to be rendered by MC Mentor include:

Prepare, develop, and deliver (subject to review and approval by HCCC CE) course materials and lectures to HCCC CE for self-paced courses and for remote courses to be offered to students.

For remote courses, MC Mentor will meet with students virtually for one hour, bi-weekly, for 4-weeks at pre-determined times to be agreed upon with HCCC CE.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from March 24, 2023 until March 24, 2025. The term can be extended only by the written agreement of the Parties.

Governing Law/Dispute Resolution

This Memorandum shall be construed in accordance with the laws of the State of New Jersey. All disputes between the parties arising out of, or relating to this MOU, or the services or obligations thereunder, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Miscellaneous

- a. The Parties agree to work cooperatively and in a coordinated fashion for the fulfillment of the Project.
- b. This MOU does not restrict a Party from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Party will participate in the development of the Project.
- d. The relationship between the Parties shall be that of independent contractors.

INTENDING TO BE BOUND, the Parties execute this MOU as of the dates set forth below:

Hudson County Community College

By: _____
 Chastity Farrell,
 Director, Division of Continuing Education and Workforce Development

Dated:

MC Mentor, LLC

By: _____
 Joe Dolce, its _____

By: _____
 Rob Meija, its _____

Dated:

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

THIS AGREEMENT is entered into as of the 6 day of February, 2023 between May 15, 2023, having an address at 400 US-1 Highway, Jersey City, NJ 07306 (hereinafter referred to as “Agency”) and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as “College”).

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

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

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

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

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

1. TERM

This Agreement shall be for a period commencing on February 6, 2023 and continuing until May 15, 2023. The Agreement may thereafter be renewed on an annual basis for two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

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

3. COLLEGE RESPONSIBILITIES

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

The College shall:

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

4. **AGENCY RESPONSIBILITIES**

The Agency shall:

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

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

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

5. **MUTUAL OBLIGATIONS**

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of student in assisting with providing client care.
- B. Responsibility for planning the clinical experience in the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules and regulations of the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules and regulations.
- E. Each student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. **STUDENT RESPONSIBILITIES**

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

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

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

Agency's employees.

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

7. REGULATORY COMPLIANCE

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

8. INDEPENDENT CONTRACTOR

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

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

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

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

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

9. CONFIDENTIALITY

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

10. NO DISCRIMINATION

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

12. NO WAIVER

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

13. ENTIRE AGREEMENT

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

14. MODIFICATION

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

15. ASSIGNABILITY

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

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

16. GOVERNING LAW

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

17. NOTICES

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

As to the Agency:

Jersey City Housing Authority
US-1 Highway
Jersey City, NJ 07306
Attn: Resident Engagement & Community Empowerment

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

As to the College:

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

18. INDEMNIFICATION

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

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

Jersey City Housing Authority (Agency Name)

Signed: 

Date: 3/28/2023

Name: Stephen Cea

Title: Interim Executive Director

HUDSON COUNTY COMMUNITY COLLEGE

Signed: _____

Date: _____

Name:

Title:

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

X. NEW BUSINESS

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 11, 2023

<i>DeFazio, Edward</i>	_____
<i>Doria, Joseph</i>	_____
<i>Gardner, Pamela</i>	_____
<i>Gargiulo, Frank</i>	_____
<i>Kenny, Roberta</i>	_____
<i>Lee, Bakari</i>	_____
<i>Peña, Jeanette</i>	_____
<i>Rodriguez, Silvia</i>	_____
<i>Stahl, Harold</i>	_____
<i>Netchert, William, Chair</i>	_____

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING**

April 11, 2023

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the April 11, 2023 meeting of the Hudson County Community College Board of Trustees be adjourned at ____P.M.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 11, 2023

- DeFazio, Edward _____
- Doria, Joseph _____
- Gardner, Pamela _____
- Gargiulo, Frank _____
- Kenny, Roberta _____
- Lee, Bakari _____
- Peña, Jeanette _____
- Rodriguez, Silvia _____
- Stahl, Harold _____
- Netchert, William, Chair _____

_____ Aye _____ Nay