

Immediately Following 5:00 P.M. Reorganization Meeting

HUDSON COUNTY COMMUNITY COLLEGE

Regular Meeting – Board of Trustees

Tuesday, November 24, 2020

70 Sip Avenue

Jersey City, NJ 07306

VIA ZOOM

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1. Join the meeting using Zoom Audio. Participants can “raise their hand” with an icon.
2. All microphones of public speakers will be muted except during the public portion of the meeting. When you hear your name announced during the public portion of the meeting, you may address the Board of Trustees. After a speaker’s time expires, that individual’s microphone will be muted to allow other speakers the opportunity to address the Board. Each user will have the capability to participate via audio-only.

Only members of the public using Zoom Audio will be able to participate during the public portion. Members of the public will not be able to speak in the public portion if using the telephone number option.

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Koral Booth – Student Alumni Representative

Joseph Doria

Karen Fahrenholz, Secretary/Treasurer

Adamarys Galvin

Pamela Gardner

Roberta Kenny

Bakari Lee, Vice Chair

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. Riera*
 2. *All College Council President's Report* *Mr. Rodriguez*
 3. *President's Report* *Ms. Drew*
Dr. Reber
- VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS** *Dr. Reber*
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*

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

- Koral Booth, Student Alumni Representative, ex officio* _____
- Joseph Doria* _____
- Karen Fahrenholz, Secretary/Treasurer* _____
- Adamarys Galvin* _____
- Pamela Gardner* _____
- Roberta Kenny* _____
- Bakari Lee, Vice Chair* _____
- 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
November 24, 2020**

III. COMMENTS FROM THE PUBLIC

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

IV. CLOSED SESSION

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

V. REPORTS

1. *Student Government Association President's Report*
2. *All College Council President's Report*
3. *President's Report*

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of October 13, 2020 are herewith officially submitted to the Board 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 October 13, 2020.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

The College has received the following grant award:

TITLE: College Readiness Now VII (FY 2021)

AGENCY: NJ Council of County Colleges (NJCCC) in partnership with the NJ Office of the Secretary of Higher Education (OSHE)

PURPOSE OF THE GRANT: To increase college readiness of high school students prior to graduation.

COLLEGE ADMINISTRATOR: Jennifer Rodriguez (Project Director)

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$52,894.00 (October 1, 2020 – August 20, 2021)

RESOLUTION:

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

INTRODUCED BY:

SECONDED BY:

DATE:

November 24, 2020

Doria, Joseph

Fahrenheit, Karen

Galvin, Adamarys

Gardner, Pamela

Kenny, Roberta

Lee, Bakari

Peña, Jeanette

Rodriguez, Silvia

Stahl, Harold

Netchert, William, Chair

_____ Aye

_____ Nay

Minutes
Regular Meeting
10-13-20

HUDSON COUNTY COMMUNITY COLLEGE
Board of Trustees Meeting
Remote Participation via Zoom
5:00 P.M.

REGULAR MEETING – BOARD OF TRUSTEES
10-13-2020

MINUTES

PRESENT: Joseph Doria; Karen Fahrenholz; Adamarys Galvin; Pamela Gardner; Roberta Kenny; Bakari Lee; William Netchert; Jeanette Peña; Christopher Reber (ex officio); Silvia Rodriguez; Abderahim Salhi, Student Alumni Representative (ex officio); and Harold Stahl

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

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC – *There were no comments from the public.*

IV. CLOSED SESSION – *None*

V. REPORTS

1. Student Government Association (SGA) President's Report

Student Government Association President Warren Rigby offered the following report.

Good evening Board of Trustees, Dr. Reber, students, faculty and guests.

Tonight represents my last report as Student Government Association President. I am happy to report that we are in the process of finalizing next week's virtual swearing in ceremony for the 2020-21 SGA Executive Board. If your schedule allows, an event link will be sent to you.

2021 SGA Executive Board:

Co-President: Karen Riera

Co-President: Christian Rodriguez

Vice President: Maria Mezquita

Director of Finance: Jasmin Ngin

Director of Record Keeping: Vanisha Patel

Director of Communications: Luis Flores

Director of Inter-Club Council: Pedro Moranchel

Director of Diversity, Equity and Inclusion: Jenette Wiggins

Senators: Nara Bautista, Karim Cardona, Karl Ramos

Today ends one chapter. I am excited to see what this diverse group of students will do in the coming months. I'd like to take this opportunity to say to our students it was a humbling experience to represent you and share your questions, comments and concerns.

Chairman Netchert, thank you for everything that you and the Board do to ensure that Hudson encompasses not only a family environment, but that everyone who walks through these doors has the tools to be successful. Trustee Lee, thank you for your leadership and for creating the ACCT Student Trustee Advisory Council, which I am happy and astonished to be a part of. Dr. Reber, thank you for continuing to inspire me and so many. Your leadership continues to transform not only the lives of our college community, but also for future generations to come.

I will continue in my various positions on PACDEI and the Return to Campus Task Force. At this time, it is my great pleasure and honor to introduce Co-President Karen Riera, who is an Early Childhood major and a CCOG recipient. Her goal is to work as an Elementary Special Education Teacher, eventually working her way into an administrative position.

Unfortunately, Christian Rodriguez was unable to attend due to a scheduled class. Co-President Christian Rodriguez is a Psychology major. His goal is to become a school psychologist and to work with individuals from the LGBTQ community.

I yield the floor to Karen Riera to introduce herself and offer remarks.

Karen Riera offered the following report.

Good evening Trustees, President Reber, faculty and guests.

As we embark on an academic year like none prior to this, we have begun the framework of our goals for the 2020-21 Academic Year.

For the coming year, we aim to:

- Ensure that the student body knows who we are, that they can turn to us for questions, share their concerns and receive feedback. We are a motivated and passionate group of students, who are dedicated to making a difference at HCCC and in the lives of the students.
- Increase student involvement in clubs, honor societies, and opportunities through promotion and club support.
- Stay involved in the fight for and advocacy of higher education and community college funding, especially the CCOG.

Chairman Netchert offered the following remarks.

Warren, we want to congratulate you and thank you for your service. I think you've raised the Student Government Association to a new level and you've set the standard now for Co-Presidents Karen Riera and Christian Rodriguez. We wish you well and success in all of your future endeavors and we look forward to you being around and continuing to contribute to HCCC.

Trustee Lee offered the following remarks.

Thank you, Warren, for continuing to be involved in the ACCT Student Trustee Advisory Council. I really appreciate the lineage of our students who have been involved in that effort. It really is a high visibility Council from the perspective of the ACCT and my former fellow board members at ACCT. It's critical because at the end of the day we're serving students. Just like we have an alumni representative on our Board, and we recognize our student government, it was important for ACCT to do the same thing. And for me, it was very important and it has been very important for this school to continue to have a presence on that Council. So I thank you, Warren, and also, you, too, Abderahim, for your involvement and for everything that you've done to elevate the platform of our school. Inasmuch as you have benefited by being affiliated with Hudson, Hudson has been elevated by being affiliated with both of you.

All College Council President Lauren Drew offered the following remarks.

Warren, you've been such a strong leader. Congratulations on finishing your term so successfully and thank you and the other students for everything you've done to become involved in the ACC. We really appreciate all of the feedback that you give us and hopefully you'll continue to be able to attend our meetings.

2. All College Council President's Report

All College Council President Lauren Drew offered the following report.

At the previous Board of Trustees meeting, I discussed each All College Council Standing Committee's goals and plans for the academic year. At this point in the semester committees are hard at work on those initiatives. In my report tonight, I'd like to highlight two of the most recent developments.

As I mentioned in my last report, the President's Advisory Council on Diversity, Equity and Inclusion (PACDEI) proposed a syllabus statement on diversity, equity, and inclusion and brought it to the Academic Affairs Committee. The statement intends to foster a welcoming, supportive, and inclusive environment, and it directs students to the PACDEI website where resources and information about events and initiatives will be available. The Academic Affairs Committee has reviewed and approved the suggested syllabus statement, and it will be coming to the ACC General Meeting soon.

Among several other initiatives, the Space and Facilities Committee is in the process of forming an ad hoc subcommittee to examine office space allocation. The subcommittee will be taking a look at how offices have been allocated in the past, what current plans exist, as well as what the College community would want from a policy for office space allocation. Thanks to Karen Galli for volunteering to chair that subcommittee.

If you have any questions about these initiatives, or if I can answer any other questions about what the ACC is currently working on, please do not hesitate to ask.

3. President's Report

President Reber offered the following remarks.

Good evening, Trustees, colleagues, students and guests.

Warren, Karen, and Lauren, thank you for your remarks.

Warren, thank you for your exemplary leadership as HCCC's SGA President! We look forward to your continued involvement in student life and leadership as you pursue your nursing degree. Karen, we look forward to your reports to the Board going forward.

This evening marks the conclusion of Abderahim Salhi's term as Student Alumni Representative to the Board of Trustees. As you are all aware, Rahim is a gifted, caring and exceptional human being. We regret that we are not yet physically together to thank Rahim, but we have mailed him a plaque expressing the great appreciation of the Board of Trustees and entire College community, and he has it with him this evening.

It reads:

Abderahim Salhi, Student Alumni Representative

From Your Friends at Hudson County Community College

You made a Difference!

November 2019 – October 2020

Thanks so much, Rahim!

Abderahim Salhi offered the following remarks.

Thank you, President Reber, Board Chair Netchert and Trustees, faculty, alumni, and students, for allowing me to represent alumni on the Board of Trustees. It has been an amazing experience. I wish I had more time to contribute to the College. The College has been a great and transformational place for me and my family as well. Thank you very much.

Chairman Netchert offered the following remarks

Rahim, I want to reiterate what Bakari said. Whatever you think Hudson has done for you, trust me, you've done just as much for Hudson. I know you'll be busy for a while, but as you become more successful, don't forget about Hudson and don't ever stop talking about us.

President Reber resumed his remarks.

Thank you, Rahim. Your future is enormously bright and we are so proud of you!

Trustees, as you are aware, our *Achieving the Dream* Leadership and Data Coaches, Dr. Mary Fifield and Dr. Rene Garcia, are engaged this week in a virtual visit with our HCCC community. This is their forth multi-day visit with us since we joined *Achieving the Dream*, and we are working with them regularly between visits. It is my pleasure to introduce them to you.

Dr. Fifield is President Emerita of Bunker Hill Community College – a large, urban community college in Boston – where she served in a very successful presidency for 17 years. Earlier in her career, Mary was President of Harrisburg Area Community College, and she held other leadership roles at various colleges and universities before that. During Dr. Fifield's presidential tenure, each institution she led was selected as a national recipient for achievement of equity and opportunity for persons of color, and women, by the Association of Community College Trustees. She is also a former member of the Board and Executive Committee of the American Association of Community Colleges. Dr. Fifield's record of public service, publications and presentations is extensive.

Prior to his retirement, Dr. Garcia served as Director of Enrollment Management at Miami Dade College, one of the largest and most respected urban community colleges in the

nation, where he worked for 38 years. Rene had responsibility for Miami Dade's recruitment and retention efforts and many other things. Dr. Garcia was an integral contributor to the development of structured pathways at Miami Dade College, and was the recipient of the College's Endowed Teaching Chair. He served as resident faculty for several Community College Survey of Student Engagement Institutes, including Men of Color, Engaging Latino Students, and Entering Student Success Initiatives.

I have invited Mary and Rene to speak about our first year of work as an ATD member college, our new Student Success Action Plan, and other observations over the past year of our intensive work together. Dr. Fifield and Dr. Garcia, thank you for joining us this evening, and thank you for your strong leadership, advice and counsel as our *Achieving the Dream* Coaches.

Dr. Mary Fifield offered the following remarks.

Thank you so much, Dr. Reber, and thank you, Chairman Netchert, for inviting both of us to speak with all of you this evening. We're aware that you have a copy of the *Achieving the Dream* Student Success Action Plan and that you have also reviewed it at your In-Service meeting and other venues as well. Our purpose this evening is just to briefly touch upon three topics: to share a behind the scenes look at *Achieving the Dream* as an organization, to offer our perspectives about the plan, and to give you just a glimpse of how we view the work going forward in the second academic year.

Achieving the Dream as an organization was founded sixteen years ago in 2004. It was somewhat of a reactionary program because at that time the Federal Government was paying a lot of attention to very low graduation rates by college students, not just the community colleges, but across the country. *Achieving the Dream* then started with essentially two goals in mind.

- To help students finish what they start, that is to help more students persist and complete.
- To focus on students who are most vulnerable, including low income, students of color, and first generation students.

Achieving the Dream had such a good idea that major funders, like the Lumina and Gates Foundations and later the Kresge Foundation, were really enthused about the mission and pledged quite a great deal of money towards it. From that beginning, then, *Achieving the Dream* solicited membership among community colleges in the country that shared those goals, and they did it on a competitive basis.

Hudson County Community College submitted an application, a little over a year ago, affirming the President's commitment to students' success; the board's interest in student success; the agreement that you, as an institution, would not see *Achieving the Dream* as a quick fix, but instead would see it as an organizing framework, a vehicle, a way to leverage all of the good things that you're doing. You made a courageous decision, and the reason that Dr. Garcia and I say this is because it's hard to look at yourself introspectively, and then it's even harder to let an outside organization and two folks like Rene and me come in and ask us to look at you as well.

First and foremost, we congratulate you for that. You are clearly prepared to be an *Achieving the Dream* member college, not only for all of the surveys that you conducted, but your Student Success Academy, Academic Master Plan, and now your focus on diversity, equity and inclusion. So as you began your work and as you joined us, you had a couple of tasks to fulfill last year, and the first one had to do with what's called an Institutional Capacity Assessment Tool survey (ICAT). *Achieving the Dream*, through its research with hundreds of colleges, determined that there are seven capacities, and that if an institution performs well on these seven dimensions, then its readiness and its ability to help students be successful is in fact even stronger.

Institutional Capacity Assessment Tool (ICAT) Survey – Seven Capacities:

1. Teaching & Learning
2. Engagement & Communication
3. Strategy & Planning
4. Policies & Practices
5. Leadership & Vision
6. Data & Technology
7. Equity

Three hundred and twenty-nine faculty and staff at Hudson completed the ICAT survey online, giving their opinion about Hudson's ability to perform on these seven measures, and you came up really well. Leadership and Vision; Strategy and Planning; Engagement and Communication came up as very strong capacities. Among those capacities for growth were: Data and Technology, and Policies and Practices.

The task you had last year was to conduct a large gathering of faculty and staff to again ask their opinion about these seven capacities. It's one thing to rate them on a numerical scale, it's another thing to talk about them. There were more than one-hundred faculty and staff that gathered together during one of our visits. They exchanged views about strengths, challenges and ideas, as Hudson moves forward on its journey towards student success. From that point it was up to all of you to take all of the data, the quantitative data from the online survey, the qualitative data from the large gathering, and several other surveys, and try to determine what it was that was going to form a base of a major Action Plan. An Action Plan that would focus on a couple of priorities to help Hudson students do better, be persistent, to help them complete, and you've done a great job with that.

That's the plan that you, as trustees, have in your packet, and that's the plan that the college community has. It's your plan; it's not *Achieving the Dream's* plan. *Achieving the Dream* doesn't have a plan. It's up to you to focus on what's most important and you've done a great job at that. At this point I'm going to turn this over to Dr. Garcia and ask him to talk a bit about the plan.

Dr. Rene Garcia offered the following remarks.

Thank you, Mary. Hello everyone.

The Action Plan was built, as Mary noted, by analyzing qualitative and quantitative data. Mary talked a little bit about the former, I'm going to address the latter. Those are what we call early momentum metrics. Those are leading indicators for completion and other long-

term goals. They allow monitoring progress so it is not necessary to wait until the end to assess effectiveness. The peak courses or classes are English and Mathematics, as well as program-specific courses, such as Anatomy and Physiology. Earning zero credits in the first term is a major leading indicator. Among other things these students may forfeit the Pell Grant as well as other financial aid as a result. The intent is to anticipate who these students are and provide support so they do not fall into that situation.

Although these data were desegregated, it is impossible to look at equity issues without disaggregating data. This is how equity gaps are identified. This process, as Mary noted, yielded two priorities, and I want to draw your attention to the second one because it's a rather unusual one across the ATD network. It explicitly tries to address not just the needs in the classroom, but needs beyond that. How is this going to happen? Hudson has identified a number of key strategies and interventions. I want to draw your attention to leveraging student leaders. That is an untapped resource most institutions fail to use and something that is very unique to Hudson. After listening to Warren and Karen, I can understand why you wanted to leverage this resource.

Dr. Mary Fifield resumed her remarks.

As Rene was talking, I was reflecting upon Hudson as a community college that is involved in this work and determining in my own mind what I saw as standout qualities. If there's one thing that comes through loud and clear, it's the willingness of the administration at Hudson to recognize and celebrate leadership at all levels of the institution. That certainly goes to Rene's comment about encouraging the involvement of students and student leaders, and also faculty and staff at Hudson. That's clearly something to be celebrated.

The other thing that really sticks out for me, and it probably goes back to my days of being a president at Bunker Hill Community College in Boston, is the wonderful diversity you have among your student body and the community you serve. At the same time you've taken it a step further, which is really impressive. Rather than just celebrate the diversity you have, you have come to a clear understanding that there is value added in differences. That sounds like a really easy concept, but you'd be shocked at how many community colleges in this country don't get it. Congratulations to all of you. We really look forward to continuing our work with you.

Christopher Reber resumed his remarks.

Thanks so much, Mary and Rene. We're so grateful to have the opportunity to work with you. As I said earlier today at our Town Hall Meeting, we consider you members of the HCCC family.

Rene and Mary are very open to addressing any questions or comments that our Trustees may have. We also have members of our leadership team here to participate as appropriate.

Trustee Lee offered the following remarks.

I love the statement you just made, Mary, which is that Hudson is not resting on the laurels of the fact that we are diverse, but we're also seeking to expand, leverage and maximize for the benefit of the college community our diversity, and ensuring equity and inclusion for all sectors of the college. Particularly with the beginning of our presidential search, bringing Chris on board through all of his efforts. I would also mention that Trustee Pamela Gardner was just elected to the ACCT Diversity, Equity, and Inclusion Committee at the most recent annual Leadership Congress. So at all levels we are consistently and persistently focused on diversity, equity, and inclusion and I'm just really

pleased to see that recognized by you. I'm glad that we are involved in ATD and that we're going to use the data that we bring to you, and that you will help us analyze. Particularly in terms of disaggregating data that I've been hearing about for so long, so that we can really maximize our primary asset of the College, which is the people. Thank you.

ATD Student Abou Traore offered the following remarks.

I have a question for Dr. Mary Fifield. During this coronavirus pandemic, while many students are taking online courses, how can we as student leaders motivate other students to get involved in clubs, organizations, or just to stay in touch with each other?

Dr. Fifield responded.

Abou, you certainly do have a challenge, as we all do, in making connections. We are all looking at each other in little boxes on a computer screen. One thing that I have always found that is helpful, is personal contact; personal interaction makes a big difference. What you might try is having every member of student government, in addition to Phi Theta Kappa and Student Senators, contact at least two students and bring them into the group. That can have a multiplying effect, and soon you will have a much larger group.

Provost Eric Friedman offered the following remarks.

Hi Abou. The more you can tell your story about how this amazing College has an impact in your life, and the more you can hone that story and really have it be something that you're in command of, the more meaningful it will be and the more it will make a student want to join along in the level of engagement that you have experienced.

Koral Booth offered the following remarks.

I just wanted to piggyback off of what Abou said and I agree with what Dr. Friedman said. I noticed that a lot of students really do pay attention to what other students do. As a peer leader, a lot of students recognize me and they recognize my story. I have worked in Admissions and helped students register. I have given them my email and my schedule if they need to contact me with questions. I think that gives them a feeling of comfort that they can come and talk to people. I had a non-traditional student email me to say "thank you so much." That if I hadn't taken the time to talk to him and help him navigate the system picking his classes and everything, he would have given up. As a lot of people know, non-traditional students need a little more support in navigating the system than students coming straight from high school because they have been out of school for so long. As a non-traditional student, I try to give them that extra attention they need.

I notice that once you give students personal attention, which Hudson is phenomenal at doing, it just increases their drive to want to succeed. And when they see other students succeed and getting involved, that increases their circle. They surround themselves with people who want to do great things or who are encouraging them, and they hold each other accountable. I think that is an important part of it, the support system that you get from being involved, whether it's an honor society, a club, or an organization, you meet those likeminded people and you grow together. That's what we are seeing lately. Being on the Strategy Team, that's really what we're focusing on and gearing towards, to try to get those students to recognize that Hudson is a family. With the support that we can give them in getting involved, their graduation rate, their involvement, and everything else will increase because they'll want to succeed.

President Reber resumed his remarks.

Thank you so much Koral, Trustees and others. We are looking forward to Koral serving as the next Alumni Representative of the Board of Trustees, following in Rahim's phenomenal footsteps.

Trustees, this concludes my remarks.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. *Minutes of the Regular Meeting of September 8, 2020.*

Introduced by: Bakari Lee

Seconded by: Karen Fahrenholz

10 Ayes.....0 Nays

Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-18

1. *Resolution Approving "Change Order #1" and "Change Order #2" for Student Center*
2. *Resolution Authorizing Technical Operations and Project Management Support Services Extension*
3. *Resolution Authorizing Solar Panel Replacement Consultation*
4. *Resolution Authorizing Purchase of Chromebooks for Student Laptop Loan Program to be Funded by CARES Act Grant*
5. *Resolution Authorizing Purchase of Sharp Laptops for Student Laptop Loan Program to be Funded by CARES Act Grant*
6. *Resolution Authorizing Purchase of Additional Webcams to be Funded by CARES Act Grant*
7. *Resolution Authorizing Online Course Support to be Funded by CARES Act Grant*
8. *Resolution Authorizing Purchase of 20 Enos Parking Lot Signage to be Funded by CARES Act Grant*
9. *Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 808 Pavonia Avenue*
10. *Resolution Awarding Renewal of Maintenance Agreement for 31 Existing Sharp Multifunctional Printers/Copiers*
11. *Resolution Awarding Renewal of Mediasite Video Cloud Storage Agreement*
12. *Resolution Authorizing Purchase of Software to Access Benefits Screening*
13. *Resolution Authorizing Purchase of LinkedIn Learning Services for Alumni*
14. *Resolution Authorizing Purchase of Customer Relationship Management Platform*
15. *Resolution Approving Agreement Renewal Between Hudson County Community College and Classroom Au Pair*

- 16. Resolution Authorizing Agreement Between Hudson County Community College and Peace Care, Inc. through NJHealthWorks Apprenticeship Grant
- 17. Resolution Approving In-County Tuition Rate for Agreement Between Hudson County Community College and International Brotherhood of Electrical Workers
- 18. Resolution Authorizing Temporary Flu Clinic

Introduced by: Bakari Lee
 Seconded by: Pamela Gardner
 10 Ayes.....0 Nays

Resolution Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-6

1. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Ara	Karakashian	Acting Associate Dean, Business, Culinary Arts and Hospitality Management	October 14, 2020 through August 31, 2021, as needed	\$95,000
Jazmene	Mosley	Student Success Coach	October 19, 2020	\$40,000

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

2. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY FOR FALL 2020

First Name	Last Name	Title	Effective Date	Annual Salary
Sasha Danuta	Bakula	Instructor, English & ESL, Non-tenured	September 2, 2020	\$ 53,690
Troy	Burris	Instructor, English & ESL, Non-tenured	September 2, 2020	\$ 53,690
Sonja	Rodiger-Radovic	Instructor, English & ESL, Non-tenured	September 2, 2020	\$ 53,690
Ruth	Sezer	Instructor, English & ESL, Non-tenured	September 2, 2020	\$ 53,690
Walter	Lindsey	Instructor, Humanities & Social Sciences, Non-tenured	September 2, 2020	\$ 53,690

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. 2.

3. APPOINTMENT OF PART-TIME STAFF THROUGH OCTOBER 2021, AS NEEDED

First Name	Last Name	Division/Department	Title	Position ID	Supervisor
Mariana	Flores	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Mohamed	Makalou	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Jacqueline	Molina	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Gabriele	Rosado	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Otoniel	Bolanos- Vargas	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Anthony	Campos	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Alain	Chahine	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Chimere	Diaw	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Laverne	Ploom	Continuing Education & Workforce Development	PT Instructor	PTINST-102010; Evaluatator 102010; PTINST-103005; and Evaluatator 103005	Catherina Mirasol
Alexandra	Rojas	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Katherine	Sorto	Continuing Education & Workforce Development	Customer Service Assistant	CATAST-102010	Catherina Mirasol
Gianny	Suero	English and ESL	Office Assistant	OFFAST-101035	Jenny Bobea
Rishmitha	Talusani	English and ESL	Office Assistant	OFFAST-101035	Jenny Bobea
Neil	Witt	EOF	PT EOF Recruiter	RECRUIT-603040	Jose Lowe
Marvin	Alas	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Bersabe	Argueta	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jonathan	Brito	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Randy	Ceballos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Magda	Dimanche	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Esraa	Emam	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Muhammad	Faruque	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Rosennies	Feliz	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Anup	Ghimire	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Shubham	Gohel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tayyaba	Hafeez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jorge	Hernandez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aman	Hirpara	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Akif	Iftikhar	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Justin	Jandik	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Vinisha	Kapadia	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Nelson	Lovera	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tiffany	Marzano	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Reinier	Medero	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Daniela	Medina	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

Jankiben	Nayee	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Akshit	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Akul	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Chirag	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jinal	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Kinnari	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Rutvik	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Nisarg	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Shivani	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Karan	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Vivek	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Harshal	Patil	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jonathan	Ramos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Karl	Ramos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Agourram	Reda	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Maria	Rodriguez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Matthew	Roperos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Selena	Suarez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Heather	Tabora	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Parth	Trivedi	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Rushi	Trivedi	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ana	Velasquez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aphyra	Verna	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Fabiola	Jisaphat	Nursing and Health Sciences	PT Skills Lab Tutor	101016	Geraldine Kiefer-Necklen

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Appointment of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No. 3.

4. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Ghenaj	Sanih	STEM
Michelle	Vera	English and ESL

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 4.

5. MODIFICATION TO STAFFING TABLE

Current Approved Title	New Title(s)/Change of Title(s)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
New Title	Alumni Manager, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
New Title	Business Developer, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
New Title	Coordinator, Healthcare Programs, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
New Title	Financial Counselor, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
New Title	Health Program Recruiter and Job Developer, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
New Title	Program Assistant, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
New Title	Project Director, Continuing Education & Workforce Development	New Position	Grant Funded	October 14, 2020
College Lecturer, Nursing	Change Title: Instructor, Nursing (Tenure-Track Position, Professional Association)	No current incumbent	No current incumbent	October 14, 2020
College Lecturer, Radiography	Change Title: Instructor, Radiography (Tenure-Track Position, Professional Association)	No current incumbent	No current incumbent	October 14, 2020

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Modifications of the Staffing Table listed above as Personnel Recommendation Item No 5.

6. 2019-20 Performance Bonus for Dr. Christopher M. Reber, President of HCCC

WHEREAS, the Board of Trustees of Hudson County Community College (the “Board”) and Dr. Christopher M. Reber (the “President”) entered into an employment contract for a term of three (3) years, commencing on July 1, 2019 and ending June 30, 2022 (the “Agreement”); and,

WHEREAS, Paragraph 3 of the Agreement provides that the Board may, in its discretion, provide the President with an annual bonus; and,

WHEREAS, pursuant to Paragraph 3 of the Agreement and in recognition of the extraordinary leadership exhibited by Dr. Reber during the COVID-19 global pandemic and the social uprising resulting from the murder of George Floyd, all as more fully supported by the survey results submitted by the Board in connection with the Board’s Annual Retreat, the Board desires to pay a one-time performance bonus in the amount of \$10,000 to the President for the 2019-2020 school year.

Seconded by: Harold Stahl
10 Ayes.....0 Nays

Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Authorizing Purchase of Security Camera System Upgrades for North Hudson Campus

WHEREAS, Hudson County Community College (“College”) desires to replace and upgrade the nine (9)-year-old security camera system at the North Hudson Campus; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A:25.10, this service is exempt from bidding as it is being made through an approved cooperative; and,

WHEREAS, Johnston Communications Voice and Data was awarded a contract through the Union County Cooperative Pricing system, of which the College is a member, and submitted a proposal to provide the equipment and services at a total cost not to exceed \$255,334; and,

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Johnston Communications Voice and Data of Kearny, New Jersey, to provide a security camera system as described herein at a cost not to exceed \$255,334.

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

2. Resolution Authorizing Purchase of Nursing Mannequin to be Funded by CARES Act Grant

WHEREAS, due to COVID-19, Hudson County Community College (“College”) needs to purchase a training mannequin and license to provide extra on-site training for students in the Nursing Program, since clinical training in hospitals and medical facilities is limited; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, the College may award a contract without public advertising for bids when an emergency affecting the health, safety, or welfare of occupants of College property requires the immediate delivery of the materials or supplies; and,

WHEREAS, Laerdal Medical Corporation submitted a proposal to supply one (1) nursing mannequin and license update at a one-time cost not to exceed \$17,804; and,

WHEREAS, the cost of these goods will be funded from the United States Department of Education CARES Act 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 Laerdal Medical Corporation of Wappingers Falls, New York, to provide the mannequin and license at a cost not to exceed \$17,804.

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

3. Resolution Authorizing Purchase of Furniture for North Hudson Campus Multipurpose Room to be Funded by CARES Act Grant

WHEREAS, due to COVID-19, Hudson County Community College (“College”) needs to purchase office tables and chairs for the North Hudson Campus Multipurpose Room in order to allow for social distancing; and,

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

WHEREAS, Commercial Furniture Interiors (NJ State Contract#: A81705) has submitted a proposal for the delivery and installation of twenty-five (25) office tables and thirty (30) chairs at a cost not to exceed \$24,668; and,

WHEREAS, the cost of these services will be funded from the United States Department of Education CARES Act Grant; 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 Commercial Furniture Interiors of Mountainside, New Jersey, to provide furniture as described herein at a cost not to exceed \$24,668.

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 Purchase of Personal Hot Spots to be Funded by CARES Act Grant

WHEREAS, due to COVID-19, Hudson County Community College (“College”) needs to purchase fifty (50) personal hot spots with mobile internet service to be used by students who need an internet connection; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, the College may award a contract without public advertising for bids when an emergency affecting the health, safety, or welfare of occupants of College property requires the immediate delivery of the materials or supplies; and,

WHEREAS, the anticipated term is one (1) year; and,

WHEREAS, T-Mobile USA, Inc. submitted a proposal to offer fifty (50) hot spots with mobile internet service for \$29 per device per month, at an estimated cost of \$17,400; and,

WHEREAS, the cost of these goods will be funded from the United States Department of Education CARES Act 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 T-Mobile USA, Inc. of Bellevue, Washington, to provide personal hot spots with mobile internet service in accordance with the fees set forth herein at an estimated cost of \$17,400.

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 Purchase of Exams for Online Testing to be Funded by CARES Act Grant

WHEREAS, due to COVID-19, Hudson County Community College (“College”) needs to procure proctoring services for online testing; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, the College may award a contract without public advertising for bids when an emergency affecting the health, safety, or welfare of occupants of College property requires the immediate delivery of the materials or supplies; and,

WHEREAS, the anticipated term is Fiscal Year 2021; and,

WHEREAS, Examity submitted a proposal to provide the proprietary software for a proctoring fee of \$25 per student, at a total cost of \$50,000; and,

WHEREAS, the cost of the exams will be funded from the United States Department of Education CARES Act Grant; and,

WHEREAS, the Administration and the Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Examity of Newton, Massachusetts, for the purchase of proctoring services for online exams at the cost of \$25 per student, total cost not to exceed \$50,000.

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

6. Resolution Authorizing Purchase of Mental Health Texting Platform to be Funded from the New Jersey Community College Opportunity Grant

WHEREAS, Hudson County Community College (“College”) desires to purchase TalkCampus, a mental health texting platform, to assist in student support and counseling; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), this service is exempt from public bidding as materials or supplies that are patented or copyrighted; and,

WHEREAS, the anticipated term is one (1) year; and,

WHEREAS, TalkLife Limited UK submitted a proposal to provide the software subscription for the texting platform for a total cost of \$12,775; and,

WHEREAS, the cost of the texting platform will be funded from the New Jersey Community College Opportunity Grant; and,

WHEREAS, the Administration and the Finance Committee recommend this award.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to TalkLife Limited UK of Bristol, United Kingdom, for the purchase of the TalkCampus software subscription at a total cost not to exceed \$12,775, subject to legal review and execution of an agreement.

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 Renewal of Subscription Service for Gabert Library

WHEREAS, Hudson County Community College ("College") needs to support student success and student research by providing access to print and online journal subscription articles; and,

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

WHEREAS, the anticipated term is Fiscal Year 2021; and,

WHEREAS, VALE/NJEdge (part of NJ VALE Consortium) submitted a proposal to provide these services at a total cost not to exceed \$72,680, which represents a 2% increase from the prior year; and,

WHEREAS, the cost of these services 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 VALE/ NJEdge of Newark, New Jersey, to provide the subscription services as described herein at a cost not to exceed \$72,680.

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 Authorizing Extension of Security Services Contract

WHEREAS, Hudson County Community College ("College") requires the services of a qualified vendor to provide security services in order to protect the safety and well-being of its staff, students, and visitors; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (2), security services constitute an extraordinary unspecifiable service and are exempt from bidding; and,

WHEREAS, the College's current vendor, Allied Universal ("AU"), has detailed knowledge of the College's security plan and possesses critical information regarding the College, its facilities, and its security needs; and,

WHEREAS, based upon the performance of AU, as well as AU's knowledge of the College, its facilities, and security needs, the College wishes to extend the agreement with AU to provide security services for one (1) year, and,

WHEREAS, AU has submitted a proposal with an estimated cost of \$2,572,838, which represents an increase of 0.5% from the prior year; and,

WHEREAS, the anticipated term is until December 31, 2021; and,

WHEREAS, the cost of these services 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 authorize the College to enter into a one (1) year agreement extension with Allied Universal of Conshohocken, Pennsylvania, to provide security services for the College, with the right to extend for an additional year.

BE IT FURTHER RESOLVED that the Board of Trustees of Hudson County Community College authorize the Administration to take all steps necessary to effectuate the terms of this resolution, including, without limitation, the development and execution of the new agreement.

9. Resolution Authorizing Sponsorship of Annual Foundation Dinner

WHEREAS, the Hudson County Community College Foundation Board of Directors (“FBD”) has asked Hudson County Community College (“College”) to sponsor the Annual College Foundation Dinner (“Dinner”) to be held virtually on December 3, 2020; and,

WHEREAS, the total cost of the sponsorship will not exceed \$26,000; and,

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

WHEREAS, the Administration and Finance Committee recommend this sponsorship;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the College’s sponsorship of the Annual College Foundation Dinner at the Culinary Conference Center at a cost not to exceed \$26,000.

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

10. Resolution Authorizing Purchase of Building Signage Replacement

WHEREAS, Hudson County Community College (“College”) needed to purchase and install replacement Lady Liberty and banner exterior building signage for 2 Enos Place and 119 Newkirk Avenue; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, the College may award a contract without public advertising for bids when an emergency affecting the health, safety, or welfare of occupants of College property requires the immediate delivery of the materials or supplies; and,

WHEREAS, Elite Signs submitted a proposal for the signage and installation at a cost not to exceed \$14,571; 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 Elite Signs of Monmouth Junction, New Jersey, for providing and installing signage as described herein at a cost not to exceed \$14,571.

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 Fire Alarm Maintenance

WHEREAS, Hudson County Community College (“College”) needs the computer code for the program for the Edwards Fire Alarm Control panel to be re-written in order to add the smoke detector and heat detector in the elevator pit in the 870 Bergen Avenue building, and needs to replace one (1) addressable pull station at the front door vestibule of the 161 Newkirk Avenue building due to water damage (collectively “fire alarm maintenance services”); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (19), these services are exempt from bidding; and,

WHEREAS, AFA Protective Systems, Inc. submitted a proposal to provide the fire alarm maintenance services at a total cost not to exceed \$5,309; and,

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

WHEREAS, the Administration and the Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to AFA Protective Systems, Inc. of North Brunswick, New Jersey, to provide fire alarm maintenance services as described herein at a cost not to exceed \$5,309.

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

12. Resolution Authorizing Agreement for Credit Card Processing Services for Fiscal Year 2021

WHEREAS, Hudson County Community College's Department of Continuing Education ("College") requires credit card electronic processing services from the TouchNet Transaction Service Application to collect payment for tuition, fees, and other types of payments from students; and,

WHEREAS, pursuant to N.J.S.A. 18A: 64A-25.5 (a) (14), this service is exempt from bidding as it relates to the collection of amounts due on student loans; and,

WHEREAS, the anticipated term is one (1) year; and,

WHEREAS, Heartland Merchant Services submitted a proposal to provide these services with a service fee of 2.85%, which represents no increase from the prior year; and,

WHEREAS, the services 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 Heartland Merchant Services of Jeffersonville, Indiana, to provide credit card electronic payment processing services for the College's Department of Continuing Education in accordance with the fees set forth herein.

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

13. Resolution Authorizing Maverick Settlement

WHEREAS, following a public bid opening, Hudson County Community College ("College") awarded a contract to Maverick Building Services ("Maverick") to provide custodial services ("Services") to the College for a period of three (3) years; and,

WHEREAS, Maverick began providing the Services under the contract on April 1, 2020; and,

WHEREAS, the parties dispute the per hour rate Maverick is entitled to charge under the contract; and,

WHEREAS, Maverick claims that for the period from April 2020 through September 2020 it was entitled to invoice the College at the rate of \$34.90 per hour for the Services and would be entitled to charge the higher rate throughout the term of the contract; and,

WHEREAS, the College claims that Maverick was only entitled to invoice \$31.41 per hour for the Services over the same period and disputes Maverick's methodology for calculating the per hour rate for the Services; and,

WHEREAS, Maverick has offered to resolve the dispute for the payment of \$80,594.27 in full settlement of the dispute, and further agrees that commencing October 1, 2020 and for the remainder of the contract term Maverick will apply the College’s per hour rate calculation methodology for the Services; and,

WHEREAS, the College has determined that it is in its best interests to resolve this matter at this early stage of the dispute;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve the proposed settlement with Maverick consistent with the terms set forth above and authorize the payment of \$80,594.27 to Maverick upon execution of a settlement agreement to be finalized by Counsel.

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

14. Resolution Authorizing Approval of the 2020 Audit

WHEREAS, Hudson County Community College (“College”) had an audit conducted by Donohue, Gironda & Doria (“DGD”) during 2020 for the fiscal year ending June 30, 2020; and,

WHEREAS, a copy of the Audit prepared by DGD was reviewed by the Finance Committee and Administration, and a copy was forwarded to the Board of Trustees; and,

WHEREAS, the Administration and the Finance Committee recommend the acceptance of the Fiscal Year 2020 Audit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College accept the Fiscal Year 2020 Audit performed by Donahue, Gironda & Doria of Bayonne, New Jersey.

BE IT FURTHER RESOLVED that the Board of Trustees of Hudson County Community College authorize the Administration to take all steps necessary to effectuate the terms of this 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 1-14:**

- 1) Resolution Authorizing Purchase of Security Camera System Upgrades for North Hudson Campus; 2) Resolution Authorizing Purchase of Nursing Mannequin to be Funded by CARES Act Grant; 3) Resolution Authorizing Purchase of Furniture for North Hudson Campus Multipurpose Room to be Funded by CARES Act Grant; 4) Resolution Authorizing Purchase of Personal Hot Spots to be Funded by CARES Act Grant; 5) Resolution Authorizing Purchase of Exams for Online Testing to be Funded by CARES Act Grant; 6) Resolution Authorizing Purchase of Mental Health Texting Platform to be Funded from the New Jersey Community College Opportunity Grant; 7) Resolution Authorizing Renewal of Subscription Service for Gabert Library; 8) Resolution Authorizing Extension of Security Services Contract; 9) Resolution Authorizing Sponsorship of Annual Foundation Dinner; 10) Resolution Authorizing Purchase of Building Signage Replacement; 11) Resolution Authorizing Fire Alarm Maintenance; 12) Resolution Authorizing Agreement for Credit Card Processing Services for Fiscal Year 2021; 13) Resolution Authorizing Maverick Settlement; and 14) Resolution Authorizing Approval of the 2020 Audit.

INTRODUCED BY: _____

SECONDED BY: _____

DATE:

November 24, 2020

- Doria, Joseph*
- Fahrenheit, Karen*
- Galvin, Adamarys*
- Gardner, Pamela*
- Kenny, Roberta*
- Lee, Bakari*
- Peña, Jeanette*
- Rodriguez, Silvia*
- Stahl, Harold*
- Netchert, William, Chair*

_____ Aye

_____ Nay

*Attachment for Item VII: Fiscal, Administrative, Lease and Capital Recommendations
Item #14 is appended.*

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

VIII. PERSONNEL RECOMMENDATIONS

1. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Sheila Marie	Aitouakrim	Associate Director, Financial Aid, NHC	November 25, 2020	\$55,000.00
Kacie M.	Cleary	Instructional Designer	November 30, 2020	\$75,000.00
Tatiana	Gaona	Career Coach	December 1, 2020	\$48,000.00
Jamar	Johnson	Academic Advisor	November 25, 2020	\$45,000.00
Wim Anneke	Shepherd	Senior Accountant	November 30, 2020	\$75,000.00

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

2. APPOINTMENT OF TEMPORARY FULL-TIME STAFF THROUGH JUNE 30, 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Chrissto	Canales	TFT Academic Advisor	January 1, 2021	\$48,000.00
Christopher	Ericson	TFT Instructional Technologist	January 1, 2021	\$58,000.00
Geraldine	Kiefer-Necklen	Interim Program Director, Practical Nursing	January 1, 2021	\$75,000.00
Alison	Wakefield	Interim Associate Dean, Humanities & Social Sciences	January 1, 2021	\$95,000.00

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. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY SPRING 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Philip	Doku	TFT, Instructor, Mathematics	January 25, 2021	\$53,690.00
Rumana	Syed	TFT, Instructor, Computer Science and Cybersecurity	January 25, 2021	\$53,690.00
Marjorie	Wood	TFT, Instructor, Humanities & Social Sciences	January 25, 2021	\$53,690.00

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. 3.*

4. AUTHORIZATION OF PART-TIME STAFF THROUGH DECEMBER 2021, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
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Darius	Gilmore	Academic Affairs	Office Assistant	OFFAST-101014	Darryl Jones
Andrea	Siegel	Academic Affairs	PT Coordinator	PTART-101014	Darryl Jones
Michelle	Cruz	Academic Foundations Math Department	Office Assistant	OFFAST-101041	Pamela Bandyopadhyay
Rushika	Kapadia	Academic Foundations Math Department	Student Assistant	OFFAST-101041	Pamela Bandyopadhyay
Amira	Griffith	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Laura	Robertson	ADJ Academic Support Services Department	Teaching Assistant	150505	Pamala Bandyopadhyay
Asia	Abazeid	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Marwa	Abdelaziz	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Marystella	Ahmed	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Marco	Ashmalla	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Rushi	Bhatt	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Ann	Boby Mathews	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Juan	Cacho	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Phill	Carrillo	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Jun	Chen	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Rose	Dalton	ADJ Academic Support Services Department	Head Academic Mentor	MENTOR-150505	Pamela Bandyopadhyay
Anthony	Davenport	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Natasha	Digenio	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Dalila	Djerroud	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Tahar	Dob	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Carlos	Dunn-Fernandez	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Delfin	Ganapin	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Carlo-Angelo	Gochuico	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Matthew	Gomez	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Ernesto	Grassi	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Rose	Grimaldi	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Sarra	Hayoune	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay

Madelyn	Hoffman	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Hugo	Iglesias	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Vishwa	Jain	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Karima	Jlifi	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Fatima	Khan	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Steven	Lewis	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Christian	Liebl	ADJ Academic Support Services Department	Evening/Weekend Administrator	EWKADM-150505	Pamela Bandyopadhyay
Alejandro	Lopez Villanueva	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Liliana	Macavilca	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Gustavo	Maia de Amorim	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Reda	Mastouri	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Mark	McCarthy	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Daniel	Mendez	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
David	Mercado	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
James	Morgan	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Yousef	Mustafa	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Olivia	Na	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Soumeya	Nasri	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Keith	Olkewicz	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Rafael	Osorio	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Dimarie	Pagan	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Derkyl	Paton	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Saedel	Pensoy	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Angline	Plummer	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Laura	Robertson	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Rodrigo	Romea	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
James	Ryan	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay

Achraf	Safsafi	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Heba	Salem	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Alyssa	Smith	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Selena	Suarez	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Sandra	Valanzola	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Marjorie	Wood	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Salah	Zain	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Isabelita	Zulueta	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Alena	De La Cruz	Advisement & Counseling	PT Advisor	ADVISOR-200510	Sheila Dynan
Edward	Gotia Jr.	Advisement & Counseling	Office Assistant	OFFAST-200510	Sheila Dynan
Marina	Khalil	Advisement & Counseling	PT Advisor	ADVISOR-200510	Sheila Dynan
Lewis	Livesay	Advisement & Counseling	PT Advisor	ADVISOR-200510	Sheila Dynan
David	Martinez	Advisement & Counseling	Office Assistant	OFFAST-200510	Sheila Dynan
Grace Kelly	Rosado	Advisement & Counseling	PT Advisor	ADVISOR-200510	Sheila Dynan
Rafaela	Rodriguez	Business, Culinary Arts & Hospitality Management	Assistant	101030	Ara Karakashian
Trianne	Harabedian	Center for Online Learning	PT Instructional Technologist	PTITECH-101055	Archana Bhandari
John	Dodds	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Martha	Gawchik	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Anne	Hutchinson	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Scott	Kushner	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Victoria	Luther	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Amorfina	Muhi	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Hussein	Odeh	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Vanessa	Soto	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Cathleen	Sova	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Michaiyla	Carmichael	College Libraries	Library Associate	PTLRASO-150510	James Cox
Sohir	Elgebily	College Libraries	Library Associate	PTLRASO-150510	James Cox

Justin	Epps	College Libraries	Library Associate	PTLRASO-150510	James Cox
Shila	Gonsalves	College Libraries	Library Associate	PTLRASO-150510	James Cox
Sara	Haizoun	College Libraries	Library Associate	PTLRASO-150510	James Cox
Melanie	Miranda	College Libraries	Library Associate	PTLRASO-150510	James Cox
Eileen	Molina	College Libraries	Library Associate	PTLRASO-150510	James Cox
Jeanette	Nelson	College Libraries	Library Associate	PTLRASO-150510	James Cox
Tahiri	Nunez-Geronimo	College Libraries	Library Associate	PTLRASO-150510	James Cox
Kimberly	Romulus	College Libraries	Library Associate	PTLRASO-150510	James Cox
Krishna	Sahadeo	College Libraries	Library Associate	PTLRASO-150510	James Cox
Leslie	Soriano	College Libraries	Library Associate	PTLRASO-150510	James Cox
Angelita	Tubungbanua	College Libraries	Library Associate	PTLRASO-150510	James Cox
Katherine	Zambrano	College Libraries	Library Associate	PTLRASO-150510	James Cox
Reda	Agourram	College Libraries	Library Associate-Technology	PTLRTEC-150510	Jing Yang
Mariana	Fuentes	College Libraries	Library Associate-Technology	PTLRTEC-150510	Jing Yang
Manuel	Lendorf	College Libraries	Library Associate-Technology	PTLRTEC-150510	Jing Yang
Wayne	Pena	College Libraries	Library Associate-Technology	PTLRTEC-150510	Jing Yang
Robert	Richard	College Libraries	Library Associate-Technology	PTLRTEC-150510	Jing Yang
Hussein	Bakheet	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Gloria	Derteano	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Linda	Digiacommo	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Mariam	Elkholy	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Mohamed	Helmy	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Sheila	James	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Dwayne	Lumbsden	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
Indra	Sanders	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
George	Testa	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz
James	Wiggins	Continuing Education & Workforce Development	Evening/Weekend Administrator	EWKADM-252010	Alexis Muniz

Sarah	Abdel Azem	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Marwa	Abdelaziz	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Sirhan	Abdullah	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Adael	Acosta	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Tahrier M.	Ahmad	Continuing Education & Workforce Development	Office Assistant	OFFAST-103005	Catherina Mirasol
Michaelangelo	Alkuino	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Emmanuel A.	Ankrah	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Stephanie	Arena	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Nihad	Atlic	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Shkelzen	Badivuku	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Donna	Banks	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Paul	Baxer	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Nicole	Behman	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Ahmed	Bekkouche	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Otoniel	Bolanos	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Robert H.	Bolmer	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Jairo	Borja	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Ricardo	Camacho Jr.	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Juan S.	Carvajal	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Sajid	Chaudhry	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Anthony	Clark	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Peter	Cronrath	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol

Yusuf	Dag	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Omnia A.	Daoud	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Aya	Daoud	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Elissa	D'Aries	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Cherise	Dawson	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Abdoulaye	Diallo	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Afraa	El Khyat	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Doris	Ervin	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Chastity	Farrell	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Ernest	Fiabu	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Herbert	Forsberg	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Dorisneida	Gaviria	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Tanya	Gilliam	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Carmen P.	Guerra	Continuing Education & Workforce Development	PT Coordinator	PTINST-102010	Catherina Mirasol
Brianna	Heim	Continuing Education & Workforce Development	Customer Service Assistant	CATAST-102010	Catherina Mirasol
Rene	Hewitt	Continuing Education & Workforce Development	PT Instructor	CACEINS-102010	Catherina Mirasol
John Eric	Jacobson	Continuing Education & Workforce Development	PT INSTRUCTOR	PTINST-102010 &103005	Catherina Mirasol
Bushra	Khanam	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Hydah	Kilonzo	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Luisa	La Spisa	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Bola	Ladeji-Kuku	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Kevin	Le	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol

Johnstone O.	Libutsi	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Adole (Jeanne)	Logossou	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Lilian	Martinez	Continuing Education & Workforce Development	Customer Service Assistant	CATAST-102010	Catherina Mirasol
Romulo A.	Meneses	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Noemi	Minaya-Mendez	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Melissa S.	Molinero	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Jose A.	Montalvo	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Victor	Moruzzi	Continuing Education & Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Victor	Moya	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Jihan Z.	Nakhla	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Ruth B.	Oden	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Abiodun	Oladeji	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Stephen	Palmer	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
LaToya	Pryce	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Lori	Radcliffe	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Qua'Fayshia I.	Ransom	Continuing Education & Workforce Development	PT Asst Coordinator	PTCOORD-102010	Catherina Mirasol
Qamar	Raza	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Tamara	Reyes	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Darnelle L.	Richardson	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Alexandra	Rojas	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Lucia	Rubi-Godoy	Continuing Education & Workforce Development	Customer Service Assistant	CATAST-102010	Catherina Mirasol

Janet	Ryan	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Maria Lita	Sarmiento	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Ridhdhi	Shah	Continuing Education & Workforce Development	Customer Service Assistant	CATAST-102010	Catherina Mirasol
Gregory S.	Simon	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Angelo	Soto	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Sudio	Sudarsan	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Djadi	Sylla	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Olga	Tablada	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Fariha	Tasneem	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Lilisa J.	Williams	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Cynthia D.	Wilson	Continuing Education & Workforce Development	PT Instructor	PTINST-102010 &103005	Catherina Mirasol
Saliha	Yagoubi	Continuing Education & Workforce Development	PT Instructor	PTINST-102010	Catherina Mirasol
Joseph	Cummins	English/ESL	Ad-hoc Scorer	SCORER-101040	Jenny Bobea
Sybil	Ponder	English/ESL	Ad-hoc Scorer	SCORER-101040	Jenny Bobea
Ruth	Sezer	English/ESL	Ad-hoc Scorer	SCORER-101035	Jenny Bobea
Ragunauth	Bansaraj	Facilities	Facilities Worker	PTF-WK-300510	Mark Murray
Aries	Gomes	Facilities	Facilities Worker	PTF-WK-300510	Mark Murray
Apolinar	Velez	Facilities	Facilities Worker	PTF-WK-300510	Mark Murray
Jennifer	Ramirez	Finance	Accounts Receivable Clerk	PTACBUR-253015	Leslie Lang
Camila	Avalos	Finance	Office Assistant	OFFAST-253015	Zuany Chicas
Asmita	Ghimire	Finance	Office Assistant	OFFAST-253015	Zuany Chicas
Suhani	Aggarwal	Finance	Office Assistant	OFFAST-253015	Geoffrey Sims
Cynthia	Tavard	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Stephanie	Pina	Human Resources	Office Assistant	OFFAST-253020	Anna Krupitskiy

Ana	Hernandez	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Raj	Patel	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Harshkumar	Patel	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Tejkumar	Patel	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Henil	Shah	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Reem	Sharaf	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Ram	Vyas	ITS	Instructional Lab Assistant	ISTLAB	Diana Perez
Stephany	Cruz	North Hudson Campus	Office Assistant	OFFFAST-253020	Yeury Pujols
Laura	Riano	North Hudson Campus	Office Assistant	OFFFAST-253020	Yeury Pujols
Angelica	Villalta	North Hudson Campus	Office Assistant	OFFFAST-253020	Yeury Pujols
Melanie	Gutierrez	Nursing & Health Sciences	Office Assistant	OFFFAST-101016	Maritess Wiggins
Hafeez	Tayyaba	Nursing & Health Sciences	Office Assistant	OFFFAST-101016	Maritess Wiggins
Ronny	Canales	STEM	Office Assistant	OFFFAST-101015	Burl Yearwood
Amjed	Hedhli	STEM	CSC Lab Assistant	101015	Burl Yearwood
Suton	Jordan	STEM	Bio Lab Assistant	101015	Burl Yearwood
Melissa	Vasquez	Student Services	Food Pantry Coordinator	PTRYMGR-252025	David Clark
Mona	Mokdessi	Testing and Assessment	Testing Aide	TAIDE-200530	Darlery Franco

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
Todd	Barry	Business, Culinary Arts, Hospitality Management
William D.	Cundiff	Business, Culinary Arts, Hospitality Management
Michael	Donahue	Business, Culinary Arts, Hospitality Management
Norman	Eckstein	Business, Culinary Arts, Hospitality Management
Jason	Hungreder	Business, Culinary Arts, Hospitality Management
Sara	Khalil	Business, Culinary Arts, Hospitality Management
Dayneesa	McMillan	Business, Culinary Arts, Hospitality Management
David	Ritter	Business, Culinary Arts, Hospitality Management
Dolores	Urena	Business, Culinary Arts, Hospitality Management
Daniel	Nieves	Humanities and Social Sciences

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.

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 1-5:**

1) Appointment of Staff; 2) Appointment of Temporary Full-Time Staff Through June 30, 2021; 3) Appointment of Temporary Full-Time Faculty Spring 2021; 4) Authorization of Part-Time Staff Through December 2021, As Needed; and 5) Appointment of New Hire Adjunct Instructors.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: November 24, 2020

Doria, Joseph	_____
Fahrenheit, Karen	_____
Galvin, Adamarys	_____
Gardner, Pamela	_____
Kenny, Roberta	_____
Lee, Bakari	_____
Peña, Jeanette	_____
Rodriguez, Silvia	_____
Stahl, Harold	_____
Netchert, William, Chair	_____

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

IX. ACADEMIC AND STUDENT AFFAIRS

1. Resolution Authorizing Agreement between Hudson County Community College and Jersey City Board of Education

WHEREAS, Hudson County Community College (“College”) desires to enter into a Memorandum of Understanding (“MOU”) with the Jersey City Board of Education (“JCBOE”) for the delivery of Culinary Training Program instruction (“Program”); and,

WHEREAS, the College agrees to provide instruction in selected training programs for up to eighteen (18) JCBOE high school students in the Food Service Program at Lincoln High School; and,

WHEREAS, the term of the agreement is two (2) years; and,

WHEREAS, the tuition cost for the Program for JCBOE will be \$26,037, based on the enrollment of eighteen (18) students; and,

WHEREAS, payments for the Program will be made by JCBOE to the College in a two-payment cycle: 50% by December 11, 2020, and 50% by May 3, 2021; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the agreement for the Program between Hudson County Community College and Jersey City Board of Education of Jersey City, New Jersey.

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

2. Resolution Authorizing Agreement between Hudson County Community College and Hudson County Meadowview Psychiatric Hospital through the NJHealthWorks Apprenticeship Grant

WHEREAS, Hudson County Community College’s Division of Continuing Education and Workforce Development (“College”) desires to enter into a Memorandum of Understanding (“MOU”) with Hudson County Meadowview Psychiatric Hospital (“HCMPH”) for the Apprenticeship Certified Nursing Aide (CNA) Program (“Program”); and,

WHEREAS, the College will provide one-hundred seventy-four (174) hours of Related Technical Instruction for the Program to incumbent employees at HCMPH; and,

WHEREAS, the term of the agreement is two (2) years; and,

WHEREAS, the tuition for the Program is \$2,500 per student; and,

WHEREAS, the tuition will be paid to the College as follows: NJHealthWorks Scaling Apprenticeship Grant provides funding for \$2,000 per student while the student will pay \$500; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community

College approve the agreement for the Program between Hudson County Community College and Hudson County Meadowview Psychiatric Hospital of Secaucus, New Jersey.

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

3. Resolution Authorizing Agreement Renewal for Advanced Manufacturing Apprenticeship

WHEREAS, Hudson County Community College's Division of Continuing Education and Workforce Development ("College") desires to renew its Memorandum of Understanding ("MOU") with Eastern Millwork, Inc. ("EMI") in an advanced manufacturing apprenticeship program, named the Holz Technik Academy ("Program"); and,

WHEREAS, the term of the renewal is two (2) years; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend renewing the MOU;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the MOU for the Program between Hudson County Community College and Eastern Millwork, Inc. of Jersey City, New Jersey.

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 Agreement Between Hudson County Community College and New Jersey City University to Offer an A.S. in Exercise Science to B.S. in Exercise Science Degree Pathway

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,

WHEREAS, the College offers an Associate of Science in Exercise Science degree program as part of its inventory of programs; and,

WHEREAS, a central goal of the Associate of Science in Exercise Science degree program is the successful transfer of its students to a four-year university; and,

WHEREAS, New Jersey City University ("NJCU") offers a Bachelor of Science in Exercise Science degree program through its College of Professional Studies; and,

WHEREAS, the College desires to enter into an agreement with NJCU whereby students who earn an Associate of Science in Exercise Science degree at the College, and who are either not eligible for, or not participating in, the Dual Admissions Agreement, will be able to transfer seamlessly into the Bachelor of Science in Exercise Science degree program at NJCU, effective January 1, 2021; and,

WHEREAS, this Agreement will be reviewed by both parties every three (3) years; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the approval of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the agreement between Hudson County Community College and New Jersey City University, effective January 1, 2021.

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 to Approve an Academic Certificate in Culinary Business Innovation (30 credits) [CIP Code: 12.0500]

WHEREAS, Hudson County Community College ("College") aims to provide high-quality educational opportunities that promote student success and meet the needs of the College's community; and,

WHEREAS, the College seeks to expand its offerings to meet student and market demand; and,

WHEREAS, the College has developed an Academic Certificate in Culinary Business Innovation to address student and market demand; and,

WHEREAS, the Academic Certificate in Culinary Business Innovation will prepare new and experienced culinary professionals for current and forthcoming business challenges across a wide range of culinary businesses; and,

WHEREAS, the Academic Certificate in Culinary Business Innovation prepares graduates to create opportunities within their current employment structures or to venture into new entrepreneurial paths within the food-related industries; and,

WHEREAS, the Academic Certificate in Culinary Business Innovation curriculum seamlessly articulates into the College's existing Associate of Applied Science in Hospitality Management Option in Entrepreneurship degree program; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Academic Certificate in Culinary Business Innovation, effective January 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve the Associate of Science in Health Services Option in Public Health.

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.

6. Resolution to Approve Academic Calendars for the Fall 2021 through Summer 2022 Terms

WHEREAS, Hudson County Community College ("College") is committed to ensuring students' success, and the College develops an academic calendar that outlines important dates pertinent to academic terms; and,

WHEREAS, the Academic Calendar Planning Committee is a comprised of individuals from across the college and the academic calendar planning process is a joint effort between the Divisions of Academic Affairs and Student Affairs; and,

WHEREAS, academic calendars have been developed for the fall 2021 through summer 2022 terms; and,

WHEREAS, these academic calendars comply with all internal and external planning guidelines; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Academic Calendars for fall 2021 through summer 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Academic Calendars for fall 2021 through summer 2022.

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.

7. Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and Hudson Regional Hospital

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing degree program as part of its core inventory of programs; and,

WHEREAS, the College's Nursing Program includes a required clinical experience component; and,

WHEREAS, the College's Nursing Program requires additional sites at which its students can fulfill the requisite clinical experiences, and Hudson Regional Hospital has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Hudson Regional Hospital whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at Hudson Regional Hospital, effective December 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Hudson Regional Hospital, effective December 1, 2020.

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 Authorize Renewal of Affiliation Agreement between Hudson County Community College and IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Radiography degree program as part of its inventory of Health Science programs; and,

WHEREAS, the College's Radiography Program includes a required clinical experience component; and,

WHEREAS, the College's Radiography Program requires additional sites at which its students can fulfill the requisite clinical experiences, and IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center, whereby students enrolled in the College's Radiography Program will be able to complete clinical experiences at IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center, effective upon approval and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center, effective upon approval.

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.

9. Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Radiography degree program as part of its inventory of Health Science programs; and,

WHEREAS, the College's Radiography Program includes a required clinical experience component; and,

WHEREAS, the College's Radiography Program requires additional sites at which its students can fulfill the requisite clinical experiences, and Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital, whereby students enrolled in the College's Radiography Program will be able to complete clinical experiences at Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital, effective upon approval and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital, effective upon approval.

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.

10. Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Radiography degree program as part of its inventory of Health Science programs; and,

WHEREAS, the College's Radiography Program includes a required clinical experience component; and,

WHEREAS, the College's Radiography Program requires additional sites at which its students can fulfill the requisite clinical experiences, and HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center, whereby students enrolled in the College's Radiography Program will be able to complete clinical experiences at HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center, effective upon approval and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center, effective upon approval.

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.

11. Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and Richmond University Medical Center

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Radiography degree program as part of its inventory of Health Science programs; and,

WHEREAS, the College's Radiography Program includes a required clinical experience component; and,

WHEREAS, the College's Radiography Program requires additional sites at which its students can fulfill the requisite clinical experiences, and Richmond University Medical Center has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Richmond University Medical Center, whereby students enrolled in the College's Radiography Program will be able to complete clinical experiences at Richmond University Medical Center, effective upon approval and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Richmond University Medical Center, effective upon approval.

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.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration, and the Academic and Student Affairs Committee as outlined above in **Item IX. Academic and Student Affairs Recommendations 1 - 11:**

(1) Resolution Authorizing Agreement between Hudson County Community College and Jersey City Board of Education; (2) Resolution Authorizing Agreement between Hudson County Community College and Hudson County Meadowview Psychiatric Hospital through NJHealthWorks Apprenticeship Grant; (3) Resolution Authorizing Agreement Renewal of Advanced Manufacturing Apprenticeship; (4) Resolution Authorizing Agreement Between Hudson County Community College and New Jersey City University to Offer an A.S. in Exercise Science to B.S. in Exercise Science Degree Pathway; (5) Resolution to Approve an Academic Certificate in Culinary Business Innovation (30 credits) [CIP Code: 12.0500]; (6) Resolution to Approve Academic Calendars for the Fall 2021 through Summer 2022 Terms; (7) Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and Hudson Regional Hospital; (8) Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center; (9) Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital; (10) Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center; and, (11) Resolution to Authorize Renewal of Affiliation Agreement between Hudson County Community College and Richmond University Medical Center.

INTRODUCED BY:

SECONDED BY:

DATE:

November 24, 2020

Doria, Joseph

Fahrenheit, Karen

Galvin, Adamarys

Gardner, Pamela

Kenny, Roberta

Lee, Bakari

Peña, Jeanette

Rodriguez, Silvia

Stahl, Harold

Netchert, William, Chair

_____ Aye

_____ Nay

Attachments for Item IX: Academic and Student Affairs Recommendations Items 1-11 are appended.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

X. NEW BUSINESS

1. Resolution Approving Board of Trustee Goals for 2020-21 Academic Year

WHEREAS, the Board of Trustees of Hudson County Community College has determined that it is necessary to develop and implement Board of Trustee Goals for the 2020-21 school year ("2020-21 BOT Goals")(Attachment A); and,

WHEREAS, the Board of Trustee Executive Committee and the College President have developed the 2020-21 BOT Goals, a copy of which is included herewith; and,

WHEREAS, the members of the Board of Trustees have had the opportunity to review the 2020-21 BOT Goals;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve the 2020-21 BOT Goals.

BE IT FURTHER RESOLVED that the 2020-21 BOT Goals shall be assigned to the applicable committees for leadership and oversight.

BE IT FURTHER RESOLVED that the Administration is authorized to take such other and further steps necessary to implement the purposes of this resolution.

2. Resolution Approving Second Amended and Restated Employment Agreement of Christopher M. Reber, HCCC President

WHEREAS, the Board of Trustees of Hudson County Community College (the "Board") and Christopher M. Reber (the "President") previously entered into an employment contract for a term of three (3) years, commencing on July 1, 2018 and ending June 30, 2021 (the "Agreement"); and,

WHEREAS, Paragraph 22 of the Agreement provides that amendments to the Agreement may be made upon mutual agreement of the Board and the President, and upon the passing of a Resolution by the Board; and,

WHEREAS, the Board and the President mutually agree to amend and restate the Agreement; and,

WHEREAS, the Board attorney has offered the following amended and restated employment contract between the Board and the President (the "Second Amended and Restated Employment Agreement")(Attachment B);

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve the Second Amended and Restated Employment Agreement, and authorizes the Chair of the Board of Trustees to execute the Second Amended and Restated Employment Agreement on behalf of Hudson County Community College.

INTRODUCED BY: _____

SECONDED BY: _____

DATE:

November 24, 2020

Doria, Joseph
Fahrenheit, Karen
Galvin, Adamarys
Gardner, Pamela
Kenny, Roberta
Lee, Bakari
Netchert, William, Chair
Peña, Jeanette
Rodriguez, Silvia
Stahl, Harold

_____ Aye

_____ Nay

Attachment A

ITEM X – New Business

Item #1

Hudson County Community College 2020-21 Board of Trustee Goals

1. *Review data, initiatives, activities and outcomes related to the College's Student Success Action Plan, including student retention, completion, transfer, and gainful employment. Create and/or revise policies and structures as appropriate to ensure accountability and support for the continuous improvement of student success outcomes.*

Lead Committee: Academic and Student Affairs

2. *Review, provide guidance and support for the College's diversity, equity and inclusion initiatives. Create and/or revise policies to ensure accountability and support for the President's and College's DEI goals and outcomes. Review and provide input into the work of the President's Advisory Council on Diversity, Equity, and Inclusion, including the continuous improvement of employee hiring practices, student recruitment, campus climate, programming, equity, student success, minority/Hudson County vendor outreach, and related areas.*

Lead Committees: Personnel, Academic and Student Affairs

3. *Review, guide, and ensure accountability for continuous improvement in employee compensation, benefits, structures and supports based upon data and best practices. Review and support initiatives to update employee position descriptions, develop an employee position classification system, and conduct market analyses to identify and address potential salary and equity gaps.*

Lead Committees: Personnel, Finance

4. *Review and update the Facilities Master Plan, including planning for the Academic Tower, sale of current HCCC facilities, parking considerations, development of a campus signage and wayfinding project, and onboarding of the new Student Center.*

Lead Committees: Capital Projects, Finance

*Attachment B**ITEM X – New Business**Item #2***SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made as of November 24, 2020 by and between the BOARD OF TRUSTEES OF HUDSON COUNTY COMMUNITY COLLEGE, a corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:64A-1, et seq., having its principal office at 70 Sip Avenue, Jersey City, New Jersey (hereinafter referred to as “HCCC”), and CHRISTOPHER M. REBER (hereinafter referred to as “President”), is for the term of three (3) years, commencing July 1, 2020 and ending June 30, 2023.

In consideration of the promises and covenants herein the parties hereto agree as follows:

1. HCCC shall employ the President as the executive officer of HCCC and the President accepts such employment with HCCC subject to the terms and conditions of this Agreement.
2. Except as provided in paragraph 17 herein, this Agreement shall be for an extended term of (3) years, and shall commence on July 1, 2020 and ending June 30, 2023. An additional year will be added to the Agreement period every June 30th unless the Board provides at least 30 days of notice of its intent not to extend the contract period by an additional year.
3. The President shall be compensated at the rate of \$254,946.10 for the year beginning July 1, 2020 and ending June 30, 2021. The financial terms for the years 2021-2022 and 2022-2023 shall be determined by the Board of Trustees of the College, upon recommendation by the Executive Committee. The Board of Trustees shall consider a base salary increase, but such determination shall be in the absolute sole discretion of the Board of Trustees. The preliminary annual review of the President’s performance will be conducted every September, subject to receipt

and review of the final audit in October. The final review, including the audit, presidential goal outcomes, and contract, will be acted upon each year at the November organizational meeting. In no event shall the President's salary, compensation and fringe benefits be less than the current year's salary, compensation and benefits. The Board of Trustees may, in its discretion, provide the President with a bonus for any year hereof. The providing of any such bonus in any one or more year(s) shall not require the Board of Trustees to provide any bonus in any subsequent year or years. Whether or not to provide such bonus and the amount of such bonus, if any, shall be in the sole and complete discretion of the Board of Trustees.

4. The President shall receive a non-pensionable stipend on the first anniversary of this Agreement in the amount of \$12,000.00. The President shall receive a non-pensionable stipend on the second anniversary of this Agreement in the amount of \$13,000.00.

5. The President has been provided with a new full-size automobile for use with respect to the performance of his functions as President of HCCC. The repair and maintenance of such HCCC owned automobile together with reasonable gasoline purchases shall be paid for by HCCC. Other reasonable and necessary HCCC business or travel expenses of the President will be provided if such funds are available in the HCCC budget. All expense vouchers submitted must be reviewed/approved by the Chair of the Board of Trustees, or, if unavailable, the Vice Chair.

6. The President shall be eligible to participate in the health and dental insurance benefit plans of HCCC as offered to other employees of HCCC. He shall also be required to contribute 1.5% of the health care costs at the same time as all of the confidential employees of HCCC are required to contribute for health care costs.

7. HCCC agrees to reimburse the President for the cost of an annual physical examination with a stress management component.

8. There shall be provided to the President personal life insurance and disability benefits through TIAA/CREF as are provided to all senior staff employees of HCCC. Payments of any proceeds with respect to such plans as a result of the death of the President shall be to the President's designated beneficiary.

9. There shall be provided to the President TIAA/CREF annual retirement contributions of eight percent (8%) of the President's salary (payable by the State of New Jersey) to a maximum salary of \$175,000.00 or whatever cap is set by law, and a retirement supplement contribution of ten percent (10%) of base salary (paid by HCCC) plus an annual Five Thousand Dollar (\$5,000.00) annuity supplement (paid by HCCC) in September, which shall be continued for the term of the contract. In addition the College shall provide a second annuity (paid by HCCC) in the amount of Five Thousand Dollars (\$5,000.00) in March as an additional supplement to his annuity, which shall be continued for the term of the contract. If at any time during the term of this contract any of the contributions toward pension or tax sheltered annuities are determined to be in conflict with tax laws, those contributions shall then be considered as salary earned and all other provisions of the contract shall remain unchanged.

10. All other benefits provided to employees of HCCC for the Vice President or Dean levels will be provided to the President during the term hereof.

11. The President shall receive five (5) weeks' vacation leave. The President shall be reimbursed for up to five (5) unused vacation days per year on or about June 30th of every year of the contract.

12. During the term of this Agreement, the President shall not accept payment in any form for providing external consulting without the prior written approval of the Chair of the Board of Trustees.

13. Except where the President is alleged to have breached this Agreement, HCCC will provide and pay for legal counsel to defend the President with respect to litigation brought by any person or persons regarding official conduct of his duties/responsibilities while serving as President of HCCC.

14. The President shall be required to provide a ninety (90) day written Notice of Resignation which shall be provided to the Chair of the Board of Trustees and a copy provided to the other members of the Board of Trustees.

15. (a) General Duties. The President is employed and shall perform the duties as prescribed by the laws of the State of New Jersey. The President shall be the executive officer of HCCC. The President shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed to the President pursuant to the provisions of the New Jersey Statutes Annotated and the New Jersey Administrative Code.

(b) Personnel Matters. The President shall have primary responsibility for all personnel matters including selection, assignment and transfer of employees subject to the approval of the Board of Trustees.

(c) Administrative Functions. The President shall:

- (1) Review all policies adopted by the Board of Trustees and make appropriate recommendations to the Board of Trustees;
- (2) Conduct annual periodic evaluations of all HCCC employees as provided by Board of Trustee policy;
- (3) Identify and advise the Board of Trustees of possible sources of funds that might be available to implement present or contemplated programs;
- (4) Maintain and improve his professional competence by all appropriate means;

- (5) Build community relations partnerships between HCCC and the community to foster and further develop such relationships;
- (6) Serve as liaison between the Board of Trustees and the representative of the Board of Trustees with respect to all employer-employee matters and make recommendations to the Board of Trustees concerning such matters;
- (7) Recommend to the Board of Trustees HCCC's goals and objectives for the ensuing school year; and
- (8) Unless unavoidably detained, attend all regular, special and closed session meetings of the Board of Trustees.

16. The President shall serve HCCC faithfully and to the best of his ability under the direction of the Board of Trustees. The President shall devote his full employment time, energy and skills to such services, and act in such executive capacity and perform such functions as the Board of Trustees from time to time shall direct. The President shall provide the Board of Trustees with a self-evaluation and goals regarding his position for the ensuing year as of August 1 of each year. The Board of Trustees will thereupon list goals for the ensuing year for the President from those provided by the President and any other goals the Board of Trustees wishes to consider. The performance with respect to such goals by the President will be evaluated by the Board of Trustees on an annual basis and reviewed with the President. Such evaluation of the President by the Board of Trustees shall be conducted every September, subject to receipt and review of the final audit in October. The final review, including the audit, presidential goal outcomes, and contract, will be acted upon each year at the November organizational meeting (see item #3).

17. The Board of Trustees may discharge the President during the term of this Agreement for cause. Cause for removal of the President shall mean (a) immoral or disreputable

conduct, (b) insubordination, or (c) the failure or refusal to correct a deficiency in the performance of specified duties of his office as required by law after receipt by the President of five (5) days written notification of such deficiency or failure or refusal to correct a deficiency in the performance of specified duties as required by this Agreement after receipt by the President of fifteen (15) days written notice of such performance deficiency. The President shall be entitled to a hearing before the Board of Trustees in which procedure and substantive due process will be observed. The hearing shall be conducted in an executive session. If the President elects to appeal the decision of the Board of Trustees, the President shall be entitled to receive a transcript of the hearing at no charge.

18. This Agreement also shall be terminated under the following events and conditions:

(a) Upon permanent incapacitating disability, retirement or death of the President. Permanent incapacitating disability as used herein shall mean the President's inability to perform the duties under this Agreement and the inability of the President to be physically present in his office at HCCC for 180 continuous and uninterrupted days (inclusive of all sick leave, vacation leave and personal leave). Termination of this Agreement for permanent incapacitating disability also shall only occur if the President has become qualified for permanent and total disability under New Jersey Laws and Social Security Law;

(b) By agreement of both parties; or

(c) By voluntary termination by the President with not less than ninety (90) days written notice; or

(d) For cause as provided in paragraph 17 above.

19. In the event the President's employment is terminated without cause by the Board, the President shall be entitled to receive an amount to total the values of salary and benefits for a one-year period. If less than one year remains from the termination date to the expiry of the

Agreement, the President shall be entitled to the value of the remainder of salary and benefits due under the Agreement.

20. Upon retirement from the College the President shall be granted the title President Emeritus subject to confirmation at that time of retirement by the Board of Trustees.

21. The terms and conditions of the President’s appointment set forth herein may be amended as indicated by mutual agreement of the Board of Trustees and the President. Such modification shall be made by Resolution, duly passed by the Board of Trustees and by a revised Contract. The execution of this contract hereby rescinds/supersedes all previous employment contracts executed by the parties.

WITNESS:

BOARD OF TRUSTEES
HUDSON COUNTY COMMUNITY COLLEGE

By: _____
WILLIAM J. NETCHERT, CHAIR

By: _____
DR. CHRISTOPHER M. REBER,
PRESIDENT

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
November 24, 2020**

XI. ADJOURNMENT

INTRODUCED BY: _____

SECONDED BY: _____

DATE: November 24, 2020

<i>Doria, Joseph</i>	_____
<i>Fahrenheit, Karen</i>	_____
<i>Galvin, Adamarys</i>	_____
<i>Gardner, Pamela</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

APPENDIX A

Attachments for Item VII: Fiscal, Administrative, Lease and Capital Recommendations

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
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(A Component Unit of Hudson County, New Jersey)
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FINANCIAL SECTION

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PART I

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

Introduction

The following discussion and analysis provides an overview of the financial position and activities of the Hudson County Community College (the "College") for the fiscal years ending June 30, 2019 with comparative information from previous fiscal years. This discussion has been prepared by management and should be read in conjunction with the financial statements including the notes thereto, which follow this section.

Using the Financial Statements

The College's financial report includes three basic financial statements: The Statements of Net Position, the Statements of Revenues, Expenses and Changes in Net Position and the Statements of Cash Flows. These statements are prepared in accordance with accounting principles generally accepted in the United States of America and Government Accounting Standards Board (GASB) pronouncements. The College presents financial statements in accordance with GASB Statement No. 34, "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" and GASB Statement No. 35, "Basic Financial Statements – and Management's Discussion and Analysis – for Public Colleges and Universities". The statements establish standards for external financial reporting for public colleges and universities and require that financial statements be presented on a consolidated basis to focus better on the College as a whole. Resources are classified into three net asset categories – unrestricted, restricted and invested in capital assets, net of accumulated depreciation and related debt. The College's financial statements also include the Hudson County Community College Foundation as a discretely presented component unit in accordance with the requirements of Section 2100 of GASB Codification of Governmental Accounting and Financial Reporting Standards, as amended by GASB Statement No. 39.

Statements of Net Position

The statements of net position present the financial position of the College at the end of the fiscal year and include all assets and liabilities of the College. The difference between total assets and total liabilities (net position) is one indicator of the financial condition of the College, while the change in net position is an indicator of whether the financial condition has improved or declined during the year. The statement states two asset and liability classifications; a) current assets and liabilities that are less than one year and b) non-current assets and liabilities that are more than one year. There are three net position classifications a) investment in capital assets, net of related debt b) restricted assets (expendable and non-expendable) and c) unrestricted assets.

Total net position increased \$2,073,555 to \$151,060,992, which is 1.39% over 2019. Without the pension liability required by GASB Statement No. 68, the total net position increased \$2,407,747 to \$174,510,538, which is 1.40% over 2019.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

A summary of the College's assets, liabilities, and net position on June 30, 2020, 2019, and 2018, respectively:

	<u>2020</u>	<u>2019</u>	<u>2018</u>
ASSETS			
Current Assets:			
Cash	\$ 40,565,402	\$ 34,486,973	\$ 34,608,711
Accounts Receivable	1,400,094	1,182,651	1,578,840
Grants Receivable	902,251	1,722,231	1,721,619
Due from County of Hudson	5,349,350	5,071,311	403,422
Other Receivables	327,217	306,360	290,171
Prepaid Expenses and Other Assets	169,232	261,449	197,466
Total Current Assets	<u>48,713,546</u>	<u>43,030,975</u>	<u>38,800,229</u>
Noncurrent Assets:			
Security Deposits	66,924	41,714	41,714
Capital Assets, Net	142,149,501	139,543,597	139,228,205
Total Noncurrent Assets	<u>142,216,425</u>	<u>139,585,311</u>	<u>139,269,919</u>
Total Assets	<u>190,929,971</u>	<u>182,616,286</u>	<u>178,070,148</u>
DEFERRED OUTFLOWS OF RESOURCES	<u>2,863,525</u>	<u>2,060,168</u>	<u>7,968,807</u>
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	3,346,690	3,991,167	3,906,029
Accrued Salaries and Benefits	1,095,934	1,928,527	713,092
Unearned Revenue	553,539	621,203	644,797
Unearned Grant Revenue	6,223,216	88,251	45,317
Other Accrued Liabilities	427,111	388,972	274,934
Current Portion of:			
Compensated Absences	1,541,555	1,303,769	1,149,471
Capital Lease Liability	95,052	-	-
Total Current Liabilities:	<u>13,283,097</u>	<u>8,321,889</u>	<u>6,733,640</u>
Noncurrent Liabilities:			
Student Deposits	894,652	658,376	632,329
Compensated Absences	1,492,778	1,533,230	1,579,442
Capital Lease Liability	920,673	-	-
Net Pension Liability	20,697,319	21,622,076	25,374,599
Total Noncurrent Liabilities	<u>24,005,422</u>	<u>23,813,682</u>	<u>27,586,370</u>
Total Liabilities	<u>37,288,519</u>	<u>32,135,571</u>	<u>34,320,010</u>
DEFERRED INFLOWS OF RESOURCES	<u>5,443,985</u>	<u>3,553,446</u>	<u>5,499,793</u>
NET POSITION			
Net Investment in Capital Assets	142,149,501	139,543,597	139,228,205
Restricted	72,269	87,752	38,580
Unrestricted	8,839,222	9,356,088	6,952,367
Total Net Position	<u>\$ 151,060,992</u>	<u>\$ 148,987,437</u>	<u>\$ 146,219,152</u>

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

Statement of Revenues, Expenses, and Changes in Net position

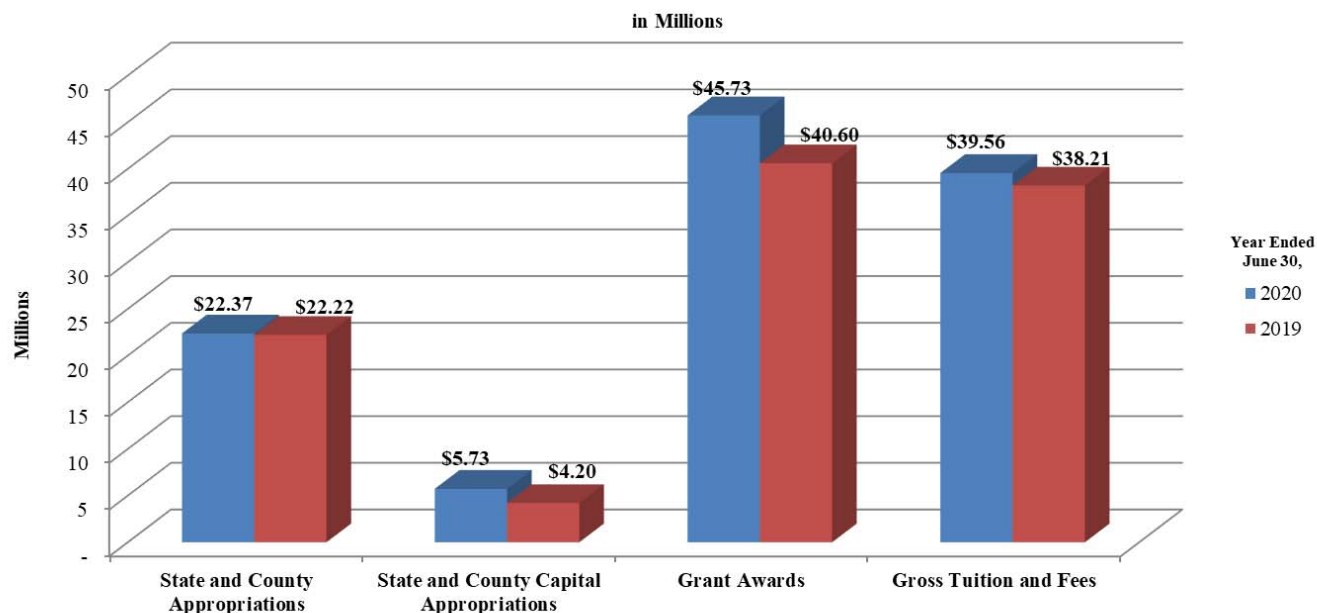
A summary of the College's revenues, expenses and changes in net position for the years ended June 30, 2020, 2019, and 2018, respectively:

	<u>2020</u>	<u>2019</u>	<u>2018</u>
OPERATING REVENUES			
Student Tuition and Fees	\$ 39,559,258	\$ 38,211,012	\$ 37,866,342
Less: Student Financial Aid	<u>(31,416,258)</u>	<u>(29,126,930)</u>	<u>(28,368,297)</u>
	8,143,000	9,084,082	9,498,045
Government Grants	44,712,977	39,738,879	39,106,525
Local and Private Sponsored Programs	1,018,241	858,982	929,054
Other Operating Revenues	<u>481,893</u>	<u>583,672</u>	<u>519,463</u>
Total Operating Revenues	<u>54,356,111</u>	<u>50,265,615</u>	<u>50,053,087</u>
OPERATING EXPENSES			
Instructions	24,928,990	23,696,920	22,603,890
Academic Support	4,575,206	3,317,279	2,870,954
Student Services	5,927,365	5,510,691	5,246,476
Institutional Support	24,431,472	23,728,176	26,575,478
Operation and Maintenance of Plant	6,187,602	6,497,203	6,928,844
Conference Center	397,085	165,638	409,454
Student Aid	9,383,226	6,815,871	3,318,243
Depreciation	<u>5,052,957</u>	<u>4,809,044</u>	<u>5,203,253</u>
Total Operating Expenses	<u>80,883,903</u>	<u>74,540,822</u>	<u>73,156,592</u>
Loss from Operations	(26,527,792)	(24,275,207)	(23,103,505)
NONOPERATING REVENUES			
State of New Jersey Appropriations	6,046,217	7,035,622	6,841,913
Hudson County Appropriations	16,321,114	15,182,432	13,073,492
Interest Income	502,352	628,381	250,321
(Loss) Gain on Sale of Property	-	(4,625)	2,875,549
Total Nonoperating Revenues	<u>22,869,683</u>	<u>22,841,810</u>	<u>23,041,275</u>
Net Changes in Net Position			
Before Capital Appropriations	(3,658,109)	(1,433,397)	(62,230)
Capital Appropriations	<u>5,731,664</u>	<u>4,201,682</u>	<u>2,874,146</u>
Change in Net Position	2,073,555	2,768,285	2,811,916
Net Position, July 1	<u>148,987,437</u>	<u>146,219,152</u>	<u>143,407,236</u>
Net Position, June 30	<u>\$ 151,060,992</u>	<u>\$ 148,987,437</u>	<u>\$ 146,219,152</u>

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

The statement of revenues, expenses and changes in net position presents the results of operation for the College as a whole. Revenues, expenses and other changes in net position are reported as either operating or non-operating. Significant recurring sources of college revenue, state and county appropriations and investment earnings, are defined by GASB Statement No. 35 as non-operating.

Comparison of major revenues by source for 2020 and 2019 is as follows:



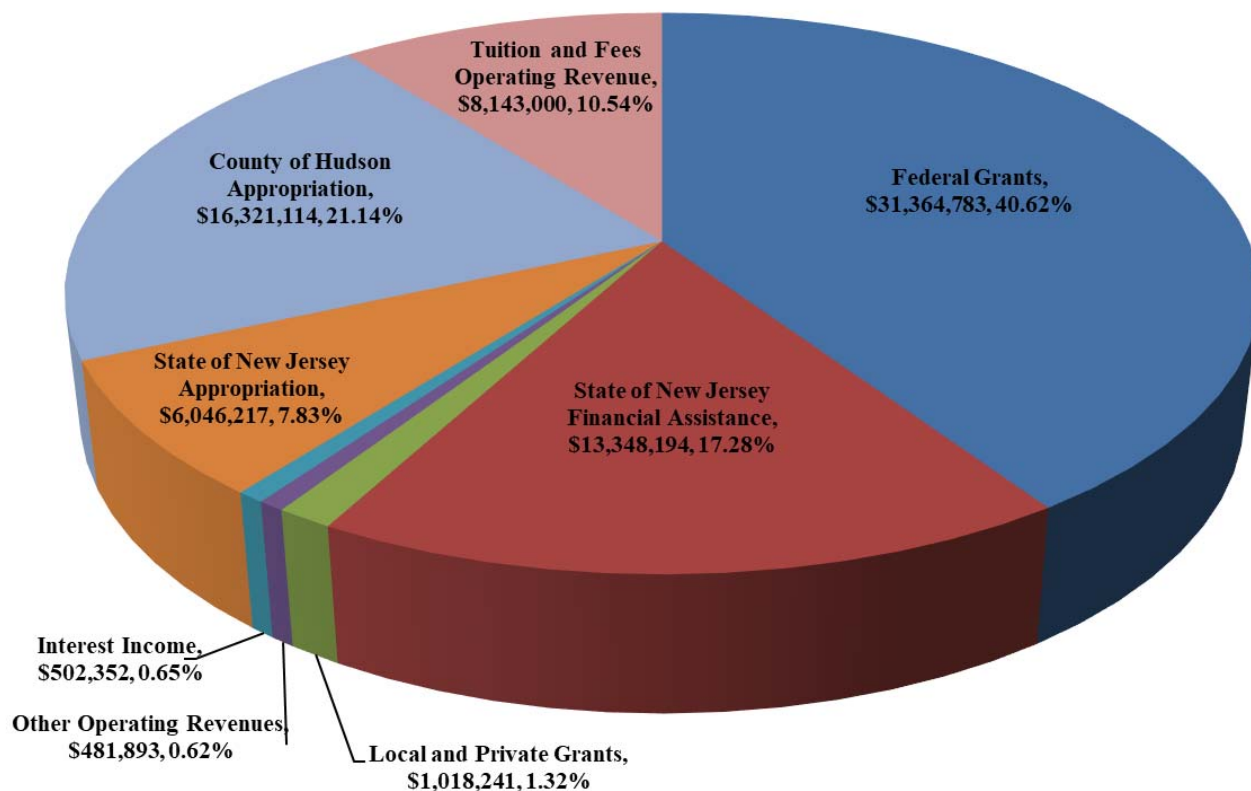
**HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

Revenue

The College received operating and nonoperating revenue from the following main sources:

- Tuition and Fee Revenue
- Federal Grants
- State of New Jersey Grants
- Local Grants
- State of New Jersey Appropriation, and
- County of Hudson Appropriation

The following is a graphic illustration of revenue by source for the year ended June 30, 2020:

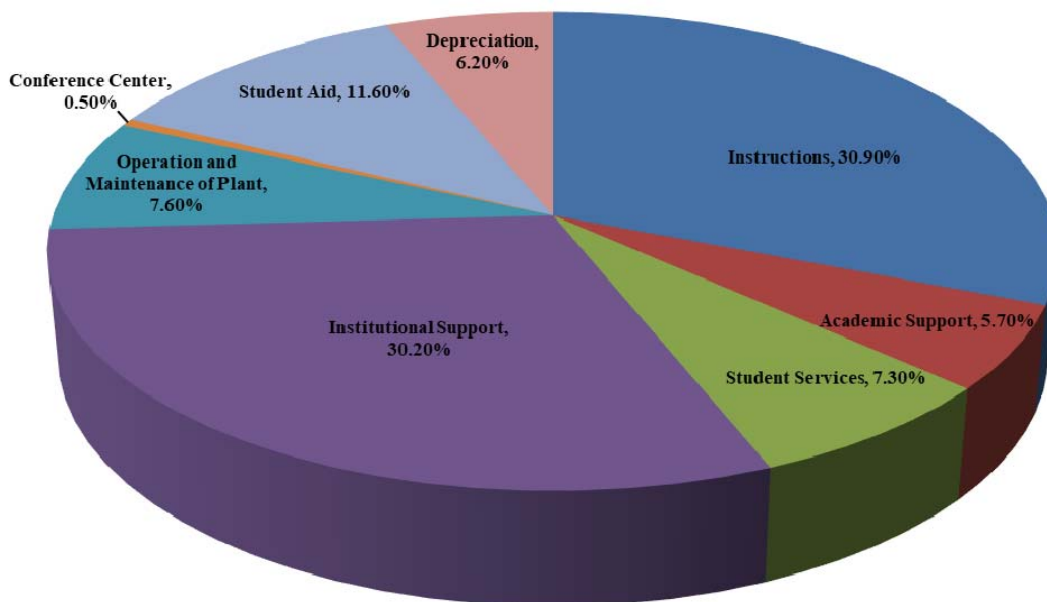


**HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

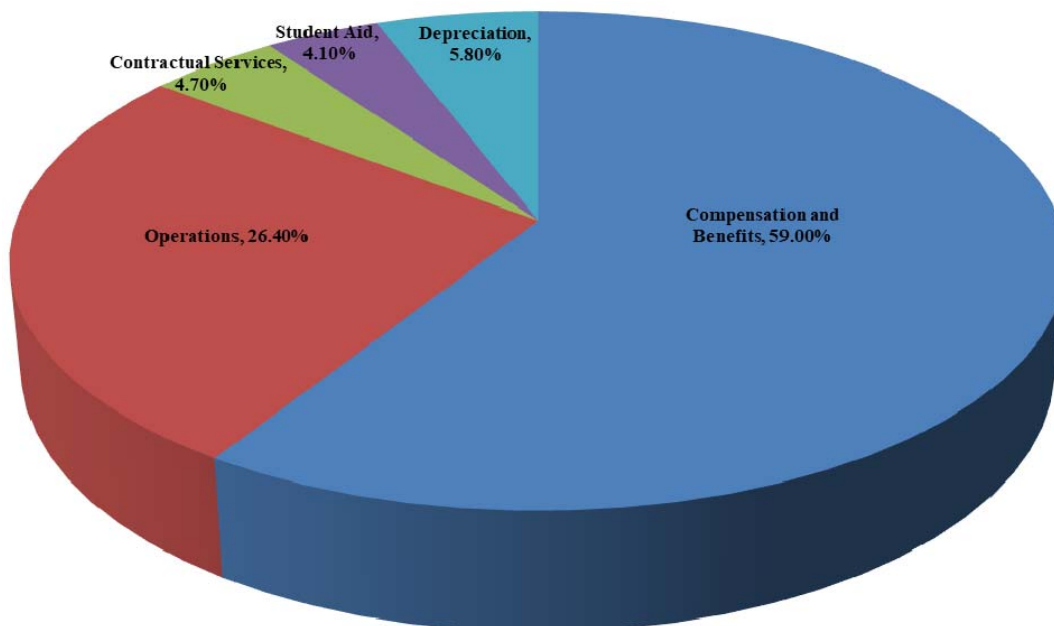
Expenses

A comparison of operating expenses by function and natural classifications for the year ended June 30, 2020 is as follows:

EXPENSES BY FUNCTION



EXPENSES BY NATURAL CLASSIFICATION



**HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

Capital

In 2020, Hudson County Community College continued to implement the College's Facilities Master Plan through building projects consisting of renovations of acquired facilities and construction of new facilities.

The goal of the facilities master plan is to meet significant student enrollment growth, implement new academic programs, expand current programs, develop the remaining portion of the college campus and continue to move from lease facilities to college-owned facilities.

The College had \$7,658,861 in capital additions and \$0 in disposals during 2020. The capital additions primarily comprised building and improvements, investment in equipment, and construction in progress. The College has completed its first project from the 2017 Master Plan which is the renovation of 81 Sip Ave for the new Student Center. The Student Center accommodates a Student Lounge, Student Center, Veteran's Student Lounge, Café, Security Command Center, Student Life, Student Government, and a Multi-Purpose Room.

The cost of expansion is a major challenge for the College. The addition of physical space and the implementation of new instructional technologies can add significant operating expenses that may exceed revenues or new revenues. The College continues to explore ways in which to expand academic offerings to support enrollments and potential sources of revenue.

The College has invested extensively in quality remote learning and social distanced learning. The College purchased four hundred Chromebooks and seventy-seven Windows laptops for student use. Software for virtual labs, test proctoring on Chromebooks, software for accessibility for students' benefit has been added and increased. Adobe Creative Cloud named licenses were procured for students' use remotely. The College added seven full video interactive (ITV) classrooms and added video capability in fifty-four additional spaces. Lavalier microphones were purchased for faculty so that they can be heard clearly via video. Seven kitchens in the College's Culinary Conference Center are now outfitted for hybrid instruction.

Other Economic and Financial Considerations

The following is a description of currently known facts, decisions, or conditions that are expected to have a significant effect on the financial position (net position) or results of operation (revenues, expenses, and other changes in net position) of the College.

The College student credit enrollments have fluctuated over the years. Total student credit hours in the fiscal year 2020 totaling 177,835 is a decrease of 1.5% when compared to the fiscal year 2019 total student credit hours in the amount of 180,261.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

Revenues for State Appropriations in 2020 decrease \$989,405 to \$6,046,217. Last quarter revenue from State Appropriation was cut by 50% due to the impact on state revenue from COVID-19.

Revenues for County Appropriations in 2020 increased \$1,138,682 or 7% to \$16,321,114. College tuition in 2020 increased by \$7 per credit or 4.93% over 2019 to \$149 per credit. There is no tuition increase for 2021.

The College received several sources of funding to cover COVID-19 related expenses. The amounts received are broken down as follows: CARES Act Emergency of \$8,467,662; 50% to be applied to Operating Expenses and the other 50% to Student Aid; \$519,402 HEER Fund and \$473,872 GEER Fund which is 50% of the approved \$947,744. We are also anticipating another \$1,622,947 from the Coronavirus Relief Fund (CRF).

The cost of employee pensions (PERS) paid in the past by the State continues to be charged to the College. The pension payable liability in 2020 is \$1,145,258

The College has a managed services agreement with Ellucian for ERP support. The current contract had an expiration date of July 2020 with an option to renew through June 2022.

During 2019, a memorandum of agreement was approved for each of the following four unions: Professional Association, Support Staff Federation, Adjunct Faculty Federation, and Academic Administrative Association. Also, each contract expires in June of 2022.

The College was accredited by the Middle States Accreditations for eight years, through June of 2028.

The Governor of New Jersey, Phil Murphy, selected Hudson County Community College as 1 of 18 community colleges in the State able to participate in the \$20 million awards to cover tuition and fees. This initiative is anticipated to create an increase in enrollments as it will open access to education for many students who otherwise would not be able to attend college due to lack of financial resources.

Contacting the Hudson County Community College's Financial Management

The Management Discussion and Analysis of this financial report is designed to provide the reader with a snapshot of the Hudson County Community College's finances. Questions about this report or additional financial information can be requested from the Finance Department located at 26 Journal Square, Jersey City NJ 07306.

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC

Certified Public Accountants

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 Mark W. Bednarz, CPA, RMA
 Jason R. Gironda, CPA
 Mauricio Canto, CPA, RMA

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
 Hudson County Community College
 Jersey City, New Jersey

We have audited the accompanying financial statements of the Hudson County Community College (the "College"), a component unit of Hudson County, New Jersey, as of and for the fiscal years ended June 30, 2020 and 2019 and the related notes to the financial statements, which collectively comprise the College's basic financial statements as listed in the table of contents. The financial statements of the Hudson County Community College Foundation, Inc, the discretely presented component unit of the College, were audited by other auditors for the years ended June 30, 2020 and 2019, whose report dated **December XX, 2020**, expressed an unmodified opinion on those statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Hudson County Community College as of June 30, 2020 and 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

COVID-19 State of Emergency As described in Note 14 to the financial statements, the President of the United States issued a Major Disaster Declaration for the State of New Jersey March 24, 2020 and the Governor of the State of New Jersey signed a series of Executive Orders declaring a State of Emergency and Public Health Emergency in the State of New Jersey. Given the uncertainty of the situation, the duration and extent of any disruption and effect of the College's operations and related financial impact cannot be reasonably estimated at this time. Our opinion is not affected by this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 1 - 8 and required pension and post-retirement medical benefits information on pages 48 - 50 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the College's basic financial statements. The accompanying schedules of expenditures of federal awards and state financial assistance are presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and New Jersey OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*, respectively, and are not a required part of the basic financial statements.

The schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated **December XX, 2020**, on our consideration of the College's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the College's internal control over financial reporting and compliance.

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC
Certified Public Accountants

Bayonne, New Jersey
December XX, 2020

BASIC FINANCIAL STATEMENTS

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
STATEMENTS OF NET POSITION
JUNE 30, 2020 AND 2019

	2020	2019
ASSETS		
Current Assets:		
Cash	\$ 40,565,402	\$ 34,486,973
Accounts Receivable	1,400,094	1,182,651
Grants Receivable	902,251	1,722,231
Due from County of Hudson	5,349,350	5,071,311
Other Receivables	327,217	306,360
Prepaid Expenses and Other Assets	169,232	261,449
Total Current Assets	48,713,546	43,030,975
Noncurrent Assets:		
Security Deposits	66,924	41,714
Capital Assets, Net	142,149,501	139,543,597
Total Noncurrent Assets	142,216,425	139,585,311
Total Assets	190,929,971	182,616,286
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Liability	2,863,525	2,060,168
LIABILITIES		
Current Liabilities:		
Accounts Payable and Accrued Expenses	\$ 3,346,690	\$ 3,991,167
Accrued Salaries and Benefits	1,095,934	1,928,527
Unearned Revenue	553,539	621,203
Unearned Grant Revenue	6,223,216	88,251
Other Accrued Liabilities	427,111	388,972
Current Portion of Noncurrent Liabilities:		
Compensated Absences	1,541,555	1,303,769
Capital Lease Liability	95,052	-
Total Current Liabilities	13,283,097	8,321,889
Noncurrent Liabilities:		
Student Deposits	894,652	658,376
Compensated Absences	1,492,778	1,533,230
Capital Lease Liability	920,673	-
Net Pension Liability	20,697,319	21,622,076
Total Noncurrent Liabilities	24,005,422	23,813,682
Total Liabilities	37,288,519	32,135,571
DEFERRED INFLOWS OF RESOURCES		
Deferred Pension Liability	5,443,985	3,553,446
NET POSITION		
Net Investment in Capital Assets	142,149,501	139,543,597
Restricted for Other Purposes	72,269	87,752
Unrestricted	8,839,222	9,356,088
Total Net Position	\$ 151,060,992	\$ 148,987,437

See Accompanying Notes to Financial Statements

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
OPERATING REVENUES		
Student Tuition and Fees	\$ 39,559,258	\$ 38,211,012
Less: Student Financial Aid	(31,416,258)	(29,126,930)
	8,143,000	9,084,082
Federal Awards	31,364,783	28,999,872
State Financial Assistance	13,348,194	10,848,077
Local and Private Sponsored Programs	1,018,241	858,982
Other Operating Revenues	481,893	583,672
Total Operating Revenues	54,356,111	50,374,685
OPERATING EXPENSES		
Instructions	24,928,990	23,696,920
Academic Support	4,575,206	3,317,279
Student Services	5,927,365	5,510,691
Institutional Support	24,431,472	23,728,176
Operation and Maintenance of Plant	6,187,602	6,497,203
Conference Center	397,085	165,638
Student Aid	9,383,226	6,924,941
Depreciation	5,052,957	4,809,044
Total Operating Expenses	80,883,903	74,649,892
Loss from Operations	(26,527,792)	(24,275,207)
NONOPERATING REVENUES		
State of New Jersey:		
Appropriations	6,046,217	7,035,622
Hudson County Appropriations	16,321,114	15,182,432
Interest Income	502,352	628,381
(Loss) on Sale of Property	-	(4,625)
Total Nonoperating Revenues	22,869,683	22,841,810
Net (Expense) Revenue and Changes in Net Position Before Capital Appropriations	(3,658,109)	(1,433,397)
Capital Appropriations	5,731,664	4,201,682
Change in Net Position	2,073,555	2,768,285
Net Position, July 1	148,987,437	146,219,152
Net Position, June 30	\$ 151,060,992	\$ 148,987,437

See Accompanying Notes to Financial Statements

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Tuition and Fees	\$ 7,857,893	\$ 9,456,677
Governmental Grants	51,667,922	36,222,594
Nongovernmental Grants and Contracts	1,018,241	858,982
Other Operating Receipts	461,036	567,483
Payments for Employee Salaries and Benefits	(37,806,602)	(34,892,921)
Payments to Suppliers	(23,921,618)	(22,852,763)
Payments to Students for Financial Aid	(9,383,226)	(3,257,264)
Net Cash Used by Operating Activities	(10,106,354)	(13,897,212)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
State of New Jersey Appropriations	6,046,217	7,035,622
Hudson County Appropriations	16,043,074	10,514,542
Student Organization Agency Transactions	236,276	26,047
Net Cash Provided by Noncapital Financing Activities	22,325,567	17,576,211
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Purchase of Capital Assets	(7,658,861)	(4,424,496)
Capital Lease Proceeds	1,063,717	-
Payment of Capital Lease	(47,992)	-
Sale of Property	-	(4,622)
Net Cash Used by Capital and Related Financing Activities	(6,643,136)	(4,429,118)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Received on Investments	502,352	628,381
Net Cash Provided by Investing Activities	502,352	628,381
Net Increase (Decrease) in Cash	6,078,429	(121,738)
Cash, July 1	34,486,973	34,608,711
Cash, June 30	\$ 40,565,402	\$ 34,486,973

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
RECONCILIATION OF LOSS FROM OPERATIONS TO NET CASH USED IN OPERATING ACTIVITIES		
Loss from Operations	\$ (26,527,792)	\$ (24,275,207)
Adjustments to Reconcile Loss from Operations to Net Cash Used by Operating Activities:		
Depreciation Expense	5,052,957	4,809,044
Changes in Assets:		
Accounts Receivable	(217,443)	396,189
Grants Receivable	819,980	(612)
Other Receivables	(20,857)	(16,189)
Prepaid Expenses	92,217	(63,983)
Security Deposits	(25,210)	-
Change in Deferred Outflows of Resources:		
Deferred Pension Liability	(803,357)	5,908,639
Changes in Liabilities:		
Accounts Payable and Accrued Expenses	(644,477)	85,138
Accrued Salaries and Benefits	(832,593)	1,215,435
Unearned Revenue	6,067,301	19,340
Other Accrued Expenses	5,769,804	3,615,778
Compensated Absences	197,334	108,086
Net Pension Liability	(924,757)	(3,752,523)
Change in Deferred Inflows of Resources:		
Deferred Pension Liability	1,890,539	(1,946,347)
Total Adjustments	<u>16,421,438</u>	<u>10,377,995</u>
Net Cash Used by Operating Activities	<u>\$ (10,106,354)</u>	<u>\$ (13,897,212)</u>
Non-cash investing, capital and financing activities:		
Increase in allowance for uncollectible accounts	\$ 2,345,703	\$ 1,601,057
Capital Assets acquired through Hudson County Appropriations	5,731,664	2,874,146

HUDSON COUNTY COMMUNITY COLLEGE FOUNDATION
Statements of Financial Position
June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Assets		
Cash and cash equivalents	\$ 348,534	\$ 405,460
Investments	1,086,137	1,082,124
Prepaid expenses	-	4,652
Property and equipment – net	40,569	31,805
Library and art collection	<u>206,525</u>	<u>206,525</u>
Total Assets	\$ <u>1,681,765</u>	\$ <u>1,730,566</u>
Liabilities		
None		
Net Assets		
Without donor restrictions	1,083,380	1,117,650
With donor restrictions	<u>598,385</u>	<u>612,916</u>
Total Net Assets	<u>1,681,765</u>	<u>1,730,566</u>
Total Liabilities and Net Assets	\$ <u>1,681,765</u>	\$ <u>1,730,566</u>

See accompanying notes to financial statements.

HUDSON COUNTY COMMUNITY COLLEGE FOUNDATION

Statements of Activities and Changes in Net Assets
Years Ended June 30, 2019 and 2018

	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Support						
Support	\$ 34,330	\$ 107,457	\$ 141,787	\$ 3,200	\$ 147,250	\$ 150,450
Fund raising events	120,875	95,500	216,375	134,850	150,651	285,501
Dining programs	19,945	-	19,945	10,087	-	10,087
Other revenue	8,688	-	8,688	20,775	-	20,775
Interest	4,258	-	4,258	1,608	-	1,608
In kind contribution of services	157,431	-	157,431	151,350	-	151,350
Total Revenue and Support	345,527	202,957	548,484	321,870	297,901	619,771
Net Assets Released from Restrictions						
Satisfaction of Purpose	217,488	(217,488)	-	498,146	(498,146)	-
Total Revenue and Support	563,015	(14,531)	548,484	820,016	(200,245)	619,771
Expenses						
Program services	329,310	-	329,310	480,375	-	480,375
Supporting services:						
Management and general	172,510	-	172,510	185,123	-	185,123
Fundraising	95,465	-	95,465	115,745	-	115,745
Total Expenses	597,285	-	597,285	781,243	-	781,243
Change in Net Assets	(34,270)	(14,531)	(48,801)	38,773	(200,245)	(161,472)
Net Assets – Beginning of Year	1,117,650	612,916	1,730,566	1,078,877	813,161	1,892,038
Net Assets – End of Year	\$ 1,083,380	\$ 598,385	\$ 1,681,765	\$ 1,117,650	\$ 612,916	\$ 1,730,566

See accompanying notes to financial statements.

NOTES TO BASIC FINANCIAL STATEMENTS

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Hudson County Community College (the “College”), a component unit of Hudson County, New Jersey was established as a unit of the New Jersey Master Plan for Higher Education and is one of nineteen New Jersey county colleges. The College offers pre-baccalaureate preparation (A.S. and A.A. degrees) as well as programs and certificates which are designed to prepare students for employment (A.A.S. degrees). The purpose of the College is to offer high quality programs and services which are affordable, accessible, and community centered. All programs and services are designed to meet the educational needs of a diverse community and to promote the economic, technological, cultural, social and civic development of Hudson County and its service areas.

Reporting Entity

The financial statements present the College, (a Component Unit of Hudson County, New Jersey), and its discretely presented component unit, Hudson County Community College Foundation, Inc.

Component Unit

The College adopted the GASB Statement, *Determining Whether Certain Organizations Are Component Unit*. The GASB Statement establishes additional guidance on the application of existing standards for the assessment of potential component units in determining the financial reporting entity.

The Hudson County Community College Foundation, Inc. (the “Foundation”) was organized under a separate Board of Trustees from the College in 2001 for the benefit of the College, faculty and students of the College, and the community. The primary function of the Foundation is to obtain contributions and award scholarships. The Foundation received a Determination Letter from the Internal Revenue Service concluding that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The resources held by the Foundation can only be used by, or for the benefit of, the College. Therefore, the Foundation is considered a component unit of the College and is discretely presented in the College’s financial statements.

Basis of Presentation

The College’s financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments, including public colleges and universities, through its pronouncements (Statements and Interpretations). The College is also required to follow Accounting Principle Boards (APB) opinions and, Accounting Research Bulletins (ARB) of the Committee on Accounting Procedure, unless those pronouncements conflict with or contradict GASB pronouncements. The College has the option to apply FASB pronouncements and APB opinions issued after that date November 30, 1989 and the College has chosen to do so. The more significant accounting policies established in GAAP and used by the College is discussed below.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Presentation (Continued)

The College prepares its financial statements in accordance with GASB Statement No. 35, *Basic Financial Statements – and Management’s Discussion and Analysis for Public Colleges and Universities*.

Measurement Focus and Basis of Accounting

The financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. The accompanying financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or noncurrent) are included on the statement of net position and the operating statements present increases (revenues), and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are generally recognized when earned and expenses are recognized at the time the liability is incurred, regardless of when the related cash flows take place. State and County appropriations the activities of the College are reported as a business-type activity. Business type activities are required to be used for operations for which a fee is charged to external users for goods or services and the activity is financed with debt that is solely secured by a pledge of the net revenues. State and County appropriations are recognized as revenue in the year in which the appropriation is first made available for use. Grants and donations are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Accounts Receivable

Accounts receivable primarily consist of tuition and fee charges to students and charge backs due from counties. Accounts receivable are recorded net of estimated uncollectible amounts.

Capital Assets

Capital assets include land, land improvements, buildings and equipment. Such assets are recorded at historical cost. The costs of normal maintenance and repairs that do not add value to the asset are not capitalized. Major outlays for capital assets are capitalized as projects are constructed. Capital assets are depreciated using the straight-line method.

Restricted Assets

Restricted assets include assets related to grants such as grants receivable and prepaid expenses paid for by restricted funds. When both restricted and unrestricted resources are available for use, it is the College’s policy to use restricted resources first, then unrestricted resources as they are needed.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants Receivable

Grants receivable represent amounts expended under grants awarded to the College and have been recorded as current funds revenues as expended.

Unearned Revenue

Tuition and fee revenues collected during the fiscal year which relate to the period after the fiscal year end have been recognized as deferred revenues. In addition, income from federal, state and local grants is deferred and recognized over the periods to which the expenses relate.

Compensated Absences

The College accounts for compensated absences (e.g., unused vacation, sick leave) as directed by Governmental Accounting Standards Board Statement No. 16 (GASB), "Accounting for Compensated Absences." A liability for compensated absences attributable to services already rendered and not contingent on a specific event that is outside the control of the employer and employee is accrued as employees earn the rights to the benefits.

College's employees are granted varying amounts of vacation and sick leave in accordance with the College's personnel policy. Upon termination, employees are paid for accrued vacation. The College's policy permits employees to accumulate unused sick leave and carry forward the full amount to subsequent years. Upon retirement employees shall be paid by the College for the unused sick leave in accordance with the College's agreements with the various employee unions. The College policies allow for payments of accumulated sick time, not to exceed \$15,000, to employees with ten years of service or more. In the Statement of Net Position, the liabilities are reported in two components – current (amounts due within one year) and noncurrent (amounts due in more than one year).

The liability for these compensated absences amounted to \$25,672,134 and \$23,385,090, respectively, at June 30, 2020 and 2019, representing the College's commitment to fund such costs from future operations. The College accrues the liability for these compensated absences in the periods that they are earned. The current portion of this liability is based on historical trends.

Long-Term Liabilities

The long-term liabilities consist primarily of accrued compensated absences, capital leases, and net pension liability.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense of the Public Employees Retirement System (PERS) information about the fiduciary net position of the retirement systems sponsored and administered by the State of New Jersey and additions to/deductions from these retirement systems' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows and/or inflows of resources. These separate financial statement elements, deferred outflows and/or inflows of resources, represent a consumption or acquisition of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) and/or inflow of resources (revenue) until then. The College has one item that qualifies for reporting in this category which is the deferred amounts on net pension liability. Deferred amounts on net pension liability are reported in the statement of net position and result from: (1) differences between expected and actual experience; (2) changes in assumptions; (3) net difference between projected and actual investment earnings on pension plan investments; (4) changes in proportion and differences between employer contributions and proportionate share of contributions; and (5) contributions made subsequent to the measurement date. These amounts are deferred and amortized over future years.

Equity Classifications

Equity is classified as net position and displayed in three components:

Net Investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Student tuition and fees are presented net of scholarships applied to student accounts, while other payments made directly to students are presented as scholarship expense and are recognized in the period earned.

Grants and contracts revenue is comprised mainly of revenues received from grants from the State of New Jersey and the federal government and are recognized as the related expenses are incurred. Amounts received from grants which have not yet been earned under the terms of the agreement is recorded as deferred revenue in the accompanying financial statements. Revenue from state and county appropriations is recognized in the fiscal year during which the State of New Jersey and Hudson County appropriates the funds to the College.

Classification of Revenue

Revenues and expenses are those that serve the College's principal purpose and generally result from exchange transactions, such as payment received for services and payment made for the purchase of goods and services. Operating revenues include: (1) student tuition and fees, net of scholarship allowances; (2) sales and services of auxiliary enterprises; and (3) most federal, state, and local grants and contracts. Nonoperating revenues include activities that have the characteristics of non-exchange transactions, such as operating and capital appropriations from the state and county and net investment income.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Policies

Other significant accounting policies followed in the preparation of the accompanying financial statements are outlined below:

- a) Hudson County is responsible for the issuance of Bonds and Notes for the College's capital expenditures which are financed by Bond Ordinances. Hudson County is also responsible for the payment of interest on issued debt and the retirement of such obligations. Accordingly, the debt is reported in the financial statements of Hudson County and is not included in the accompanying financial statements of the College.
- b) Hudson County adopts capital ordinances to fund certain capital expenditures of the College. The College receives Hudson County Bond monies to fund its plant expenditures. Unexpended money in the current year is generally available for capital expenditures in subsequent years.
- c) The College is exempt from federal income taxes under Internal Revenue Code Section 115.

Date of Management's Review

Management has evaluated all events through **December XX, 2020**, the date these financial statements were available to be issued.

Reclassifications

Certain amounts have been reclassified to the financial statements for the year ended June 30, 2019 to conform to current year presentation.

Recently Issued Accounting Pronouncements

The College is currently reviewing the following for applicability and potential impact on the financial statements:

- GASB Statement No. 87. *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

Effective Date: The requirements of this Statement are effective for reporting periods beginning after December 15, 2019 but have been postponed by 18 months. Earlier application is encouraged.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Pronouncements (Continued)

- GASB Statement No. 88, *Certain Disclosures Related to Debt, including Borrowings and Direct Placements*. The primary objective of this Statement is to improve the information and is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses.

Effective Date: The requirements of this Statement are effective for reporting periods beginning after June 15, 2018 but have been postponed by one year. Earlier application is encouraged.

- GASB Statement No. 89, *Accounting for Interest Costs Incurred Before the End of a Construction Period*. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

Effective Date: The requirements of this Statement are effective for reporting periods beginning after December 15, 2019 but have been postponed by one year. Earlier application is encouraged. The College believes this Statement may impact the reporting of certain interest payments previously recorded as capital expenditures.

GASB Statement No. 90, *Majority Equity Interests-An Amendment of GASB Statements No. 14 and No. 61*. This Statement improves the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and improves the relevance of financial statement information for certain component units.

Effective Date: The requirements of this Statement are effective for periods beginning after December 15, 2018 but have been postponed by one year. The College does not believe this Statement will have any effect on future financial statements.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Pronouncements (Continued)

- GASB Statement No. 91, *Conduit Debt Obligations*. This Statement establishes a single method of reporting conduit debt obligations by issuers to eliminate diversity in practice.

Effective Date: The requirements of this Statement are effective for periods beginning after December 15, 2020 but have been postponed by one year.

- GASB Statement No. 92, *Omnibus 2020*. This Statement addresses a variety of topics and includes specific provisions about the following: (1) the effective date of GASB Statement No. 87, *Leases*, and Implementation Guide 2019-3, *Leases*, reinsurance recoveries, and terminology used to refer to derivative instruments (the requirements of this topic are effective upon issuance); (2) the applicability of GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, as amended, and No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, as amended, to reporting assets accumulated for postemployment benefits; (3) the applicability of certain requirements of Statement No. 84, *Fiduciary Activities*, to postemployment benefit arrangements; (4) measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition; (5) reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers; (6) reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature; and terminology used to refer to derivative instruments.

Effective Date: The requirements related to the application of these topics are for fiscal years beginning after June 15, 2020, unless specifically noted to be effective upon issuance, but have been postponed by one year.

- GASB Statement No. 93, *Replacement of Interbank Offered Rates*. This Statement addresses accounting and financial reporting implications that result from the replacement of an interbank offered rate.

Effective Date: The requirements of this Statement, except for paragraph 11b, are effective for reporting periods beginning after June 15, 2020. The requirement in paragraph 11b is effective for reporting periods ending after December 31, 2021. All requirements have been postponed by one year. Earlier application is encouraged.

- GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. This Statement addressing issues related to public-private and public-public partnership arrangements (PPPs). This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs).

Effective Date: The requirements of this Statement are effective for fiscal years beginning after June 15, 2022. Earlier application is encouraged.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Pronouncements (Continued)

- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments).

Effective Date: The requirements of this Statement are effective for fiscal years beginning after June 15, 2022. Earlier application is encouraged.

- GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

Effective Date: The requirements in (1) paragraph 4 of this Statement as it applies to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans and (2) paragraph 5 of this Statement are effective immediately. The requirements in paragraphs 6–9 of this Statement are effective for fiscal years beginning after June 15, 2021. All other requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

NOTE 2 - CASH AND CASH EQUIVALENTS

For purposes of the Statement of Cash Flows, the College considers cash and cash equivalents to be currency on hand, demand deposits with banks, and investment accounts and liquid investments with a maturity of three months or less when purchased.

The College has adopted a cash management plan that requires it to deposit public funds into the New Jersey State Cash Management Fund (“NJSCMF”) or into institutions located in New Jersey that are insured by the Federal Deposit Insurance Corporation (“FDIC”) or in public depositories protected from loss under the provisions of the Governmental Unit Deposit Protection Act (“GUDPA”). GUDPA was enacted in 1970 to protect Governmental Units from loss of funds on deposit with a failed banking institution in New Jersey.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 2 - CASH AND CASH EQUIVALENTS (Continued)

N.J.S.A. 17:9-41 et. sec. establishes the requirements for the security of deposits of governmental units. The statute requires that no governmental unit shall deposit public funds in a public depository unless such funds are secured in accordance with the Act. Public depositories include Savings and Loan institutions, banks (both state and national banks) and savings banks the deposits of which are federally insured. All public depositories must pledge collateral, having a market value at least equal to five percent of the average daily balance of collected public funds, to secure the deposits of Governmental Units. If a public depository fails, the collateral it has pledged, plus the collateral of all other public depositories, is available to pay the full amount of their deposits to the Governmental Units.

All investments in the NJSCMF are governed by the regulations of the Investment Council, which prescribe specific standards designed to insure the quality of investments and to minimize the risks related to investments. In all the years of the Division of Investment's existence, the Division has never suffered a default of principal or interest on any short-term security held by it due to the bankruptcy of a securities issuer; nevertheless, the possibility always exists, and for this reason a reserve is being accumulated as additional protection for the "Other-than-State" participants by the New Jersey Cash Management Fund. In addition to the Council regulations, the Division sets further standards for specific investments and monitors the credit of all eligible securities issuers on a regular basis.

All cash and cash equivalents on deposit are partially insured by the Federal Deposit Insurance Corporation (herein referred to as "FDIC") up to \$250,000 for each depository. Deposits in excess of FDIC limits are entirely insured or collateralized by a collateral pool maintained by public depositories as required by the Governmental Unit Deposit Protection Act.

As of June 30, 2020 and 2019 the College's deposits are summarized as follows:

	<u>2020</u>	<u>2019</u>
Cash on Hand	\$ 1,862	\$ 1,862
New Jersey State Cash Management Fund	36,781,725	17,439,868
Federal Deposit Insurance Corporation - Insured	250,000	250,000
Governmental Unit Deposit Protection Act - Insured	<u>4,228,361</u>	<u>15,903,065</u>
	<u>\$ 41,261,948</u>	<u>\$ 33,594,795</u>

Bank deposits as of the balance sheet are required to be classified as to credit risk. Deposits are considered to be exposed to custodial credit risk if they are: uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the name of the College. Custodial credit risk is the risk that, in the event of a bank failure, the College's deposits may not be returned to it.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 2 - CASH AND CASH EQUIVALENTS (Continued)

Custodial Credit Risk - Custodial credit risk is the risk that, in the event of a bank failure, the College will not be able to recover deposits or collateral securities that are in the possession of an outside party. The College does not have a deposit policy for custodial credit risk. Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are:

- a. Uncollateralized.
- b. Collateralized with securities held by the pledging financial institution.
- c. Collateralized with securities held by the pledging financial institution's trust department or agent but not in the College's name.

Foreign Currency Risk - Foreign currency risk is the risk that changes in exchange rates will adversely affect deposits. None of the College's deposits as of June 30, 2020 and 2019 are held in foreign currency.

Under GUDPA, financial institutions are not required to pledge collateral for amounts covered by FDIC insurance. Noninterest-bearing transaction accounts are insured by the Dodd-Frank Deposit Insurance Provision of the FDIC. The amount noted as "GUDPA Insured" above includes deposits covered by the Dodd-Frank Provision as well as GUDPA.

NOTE 3 - ACCOUNTS AND GRANTS RECEIVABLE

At June 30, 2020 and 2019, the College's accounts and grants receivable were as follows:

	<u>2020</u>	<u>2019</u>
Tuition and Fees	\$ 27,798,226	\$ 25,235,080
Less: Allowance for Doubtful Accounts	<u>(26,398,132)</u>	<u>(24,052,429)</u>
Total Accounts Receivable	<u>\$ 1,400,094</u>	<u>\$ 1,182,651</u>
Due from County of Hudson:		
Capital Appropriations	<u>\$ 5,349,350</u>	<u>\$ 5,071,311</u>
Grants Receivable:		
Federal	\$ 320,466	\$ 1,344,383
State	<u>581,785</u>	<u>377,848</u>
Total Grants Receivable	<u>\$ 902,251</u>	<u>\$ 1,722,231</u>

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 4 - CAPITAL ASSETS

Depreciation expense was \$4,881,190 and \$4,809,044 for the years ended June 30, 2020 and 2019, respectively.

The County of Hudson made available to the College the Chapter 12 Bond Program funding for the acquisition, construction, renovation and furnishing of capital projects in the Union City area and the Journal Square area of Jersey City for permanent use by the College.

The detail of capital asset activity for the year ended June 30, 2020 is as follows:

	<u>Balance at June 30, 2019</u>	<u>Transfers</u>	<u>Additions</u>	<u>Disposals</u>	<u>Balance at June 30, 2020</u>
Capital Assets:					
Non-Depreciable:					
Land	\$ 13,096,823	\$ -	\$ -	\$ -	\$ 13,096,823
Construction in Progress	4,956,527	(7,865,631)	3,034,402	-	125,298
Total Non-Depreciable	<u>18,053,350</u>	<u>(7,865,631)</u>	<u>3,034,402</u>	<u>-</u>	<u>13,222,121</u>
Depreciable:					
Buildings and Improvements	158,308,742	7,865,631	3,650,788	-	169,825,161
Equipment	4,059,366	-	917,586	-	4,976,952
Library Books	369,106	-	56,085	-	425,191
Total Depreciable at Historical Cost	<u>162,737,214</u>	<u>7,865,631</u>	<u>4,624,459</u>	<u>-</u>	<u>175,227,304</u>
Less: Accumulated Depreciation:					
Buildings and Improvements	(38,027,410)	-	(4,469,416)	-	(42,496,826)
Equipment	(3,034,205)	-	(509,768)	-	(3,543,973)
Library Books	(185,352)	-	(73,773)	-	(259,125)
Total Accumulated Depreciation	<u>(41,246,967)</u>	<u>-</u>	<u>(5,052,957)</u>	<u>-</u>	<u>(46,299,924)</u>
Depreciable Capital Assets, Net	<u>121,490,247</u>	<u>7,865,631</u>	<u>(428,498)</u>	<u>-</u>	<u>128,927,380</u>
Capital Assets, Net	<u>\$ 139,543,597</u>	<u>\$ -</u>	<u>\$ 2,605,904</u>	<u>\$ -</u>	<u>\$ 142,149,501</u>

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NOTE 4 - CAPITAL ASSETS (Continued)

The detail of capital asset activity for the year ended June 30, 2019 is as follows:

	<u>Balance at June 30, 2018</u>	<u>Transfers</u>	<u>Additions</u>	<u>Disposals</u>	<u>Balance at June 30, 2019</u>
Capital Assets:					
Non-Depreciable:					
Land	\$ 13,096,823	\$ -	\$ -	\$ -	\$ 13,096,823
Construction in Progress	1,343,037	-	3,613,490	-	4,956,527
Total Non-Depreciable	<u>14,439,860</u>	<u>-</u>	<u>3,613,490</u>	<u>-</u>	<u>18,053,350</u>
Depreciable:					
Buildings and Improvements	157,704,758	-	603,984	-	158,308,742
Equipment	3,000,875	-	1,058,491	-	4,059,366
Library Books	1,220,575	-	-	(851,469)	369,106
Total Depreciable at Historical Cost	<u>161,926,208</u>	<u>-</u>	<u>1,662,475</u>	<u>(851,469)</u>	<u>162,737,214</u>
Less: Accumulated Depreciation:					
Buildings and Improvements	(33,900,700)	-	(4,126,710)	-	(38,027,410)
Equipment	(2,194,937)	-	(839,268)	-	(3,034,205)
Library Books	(1,042,226)	-	(71,702)	928,576	(185,352)
Total Accumulated Depreciation	<u>(37,137,863)</u>	<u>-</u>	<u>(5,037,680)</u>	<u>928,576</u>	<u>(41,246,967)</u>
Depreciable Capital Assets, Net	<u>124,788,345</u>	<u>-</u>	<u>(3,375,205)</u>	<u>77,107</u>	<u>121,490,247</u>
Capital Assets, Net	<u>\$ 139,228,205</u>	<u>\$ -</u>	<u>\$ 238,285</u>	<u>\$ 77,107</u>	<u>\$ 139,543,597</u>

NOTE 5 – UNEARNED REVENUES

At June 30, 2020 and 2019, the College's unearned revenues were as follows:

	<u>2020</u>	<u>2019</u>
Unearned Student Tuition and Fees	<u>\$ 553,539</u>	<u>\$ 621,203</u>
Unearned Grant Revenue:		
Federal	\$ 6,068,262	\$ 32,787
State	114,763	19,962
Local	<u>40,191</u>	<u>35,502</u>
Total Unearned Grant Revenue	<u>\$ 6,223,216</u>	<u>\$ 88,251</u>

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NOTE 6 – LONG-TERM LIABILITIES

During the years ended June 30, 2020 and 2019, the following changes occurred in College's long-term liabilities:

	<u>Balance at June 30, 2019</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance at June 30, 2020</u>	<u>Current Portion</u>	<u>Noncurrent Portion</u>
Long-Term Liabilities:						
Capital Lease Obligations	\$ -	\$ 1,063,717	\$ 47,992	\$ 1,015,725	\$ 95,052	\$ 920,673
Compensated Absences	2,687,771	387,014	40,452	3,034,333	1,541,555	1,492,778
Subtotal	<u>2,687,771</u>	<u>1,450,731</u>	<u>88,444</u>	<u>4,050,058</u>	<u>1,636,607</u>	<u>2,413,451</u>
Net Pension Liability	<u>20,697,319</u>	<u>924,757</u>	<u>-</u>	<u>21,622,076</u>	<u>-</u>	<u>21,622,076</u>
Total Long-Term Liabilities	<u>\$ 23,385,090</u>	<u>\$ 2,375,488</u>	<u>\$ 88,444</u>	<u>\$ 25,672,134</u>	<u>\$ 1,636,607</u>	<u>\$ 24,035,527</u>
	<u>Balance at June 30, 2018</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance at June 30, 2019</u>	<u>Current Portion</u>	<u>Noncurrent Portion</u>
Long-Term Liabilities:						
Compensated Absences	\$ 2,579,685	\$ 154,298	\$ 46,212	\$ 2,687,771	\$ 1,303,769	\$ 1,533,230
Net Pension Liability	<u>25,374,599</u>	<u>-</u>	<u>(3,752,523)</u>	<u>21,622,076</u>	<u>-</u>	<u>21,622,076</u>
Total Long-Term Liabilities	<u>\$ 27,954,284</u>	<u>\$ 154,298</u>	<u>\$ (3,706,311)</u>	<u>\$ 24,309,847</u>	<u>\$ 1,303,769</u>	<u>\$ 23,155,306</u>

Capital Leases

On January 1, 2020, the College entered into an agreement with the County to lease space owned by the County at the College's North Hudson Campus over a twelve year period ending December 31, 2031, at which time the County will transfer ownership of space to the College. The lease payments will range from \$84,186 to \$95,985 from 2020 to 2031. The following is schedule of the future minimum lease payments under the capital lease as of June 30, 2020:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 95,052
2022	93,272
2023	91,657
2024	90,120
2025	88,616
Thereafter	<u>557,008</u>
	<u>\$ 1,015,725.00</u>

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NOTE 7 – OPERATING LEASES

The College has entered into various lease agreements for classrooms and office space. The lease commitments expire at various dates. Rent expense for the years ended June 30, 2020 and 2019 was \$258,557 and \$212,256, respectively.

Future minimum rental commitments under these operating leases approximate the following:

<u>Year Ending</u> <u>June 30,</u>	<u>Amount</u>
2021	\$ 292,857
2022	298,656
2023	303,070
2024	94,614
2025	93,108
Thereafter	<u>556,962</u>
	<u><u>\$ 1,639,267.30</u></u>

The College rents property under a month to month agreement. The College reported rental income for the years ended June 30, 2020 and 2019 in the amounts of \$15,051 and \$30,716, respectively.

NOTE 8 - RETIREMENT SYSTEMS

All required employees of the College are covered by either the State of New Jersey Public Employees' Retirement System (PERS) or the Alternate Benefit Program (ABP), which presently makes contributions to Teachers Insurance and Annuity Association – College Retirement Equities Fund (TIAA/CREF), Aetna Life Insurance Company, Lincoln Life Insurance Company, Metropolitan Life Insurance Company, Travelers Life Insurance Company and VALIC. PERS is a cost-sharing, multiple-employer defined benefit pension plan administered by the State of New Jersey. The ABP alternatives are administered by a separate Board of Trustees. Generally all employees, except certain part-time employees, participate in one of these plans.

The PERS was established in January 1955 under provisions of N.J.S.A. 43:15A and provides coverage to substantially all full-time employees of the College provided the employee is not a member of another State administered retirement system. Membership is mandatory for such employees and vesting occurs after 8 to 10 years of service for pension benefits and 25 years for post-retirement health care coverage.

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

The following represents the membership tiers for PERS:

Tier	Definition
1	Members who were enrolled prior to July 1, 2007
2	Employees eligible for enrollment after June 30, 2007 but before November 2, 2008
3	Employees eligible for enrollment after November 1, 2008 but before May 22, 2010
4	Employees eligible for enrollment after May 21, 2010 but before June 28, 2011
5	Employees eligible for enrollment after June 27, 2011

Service retirement benefits of 1/55th of final average salary for each year of service credit is available to tiers 1 and 2 members upon reaching age 60 and to tier 3 members upon reaching age 62. Service retirement benefits of 1/60th of final average salary for each year of service credit is available to tier 4 members upon reaching age 60, tiers 3 and 4 before age 62 and tier 5 with 30 or more years of service credit before age 65. Benefits are reduced by a fraction of a percent for each month that a member retires prior to the retirement age of their respective tier. Tier 1 members can receive an unreduced benefit from age 55 to age 60 if they have at least 25 years of service. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for their respective tiers.

According to state law, all obligations of PERS will be assumed by the State of New Jersey should the PERS be terminated.

The State of New Jersey, Department of Treasury, Division of Pensions and Benefits, issues publicly available financial reports that include the financial statements and required supplementary information of the PERS. The financial reports may be accessed via the New Jersey Division of Pensions and Benefits website at www.state.nj.us/treasury/pensions.

The contribution policy is set by N.J.S.A. 43:15A and requires contributions by active members and contributing employers. Pursuant to the provisions of Chapter 78, P.L. 2011, members contribute at a rate of 7.5%. Employers' contribution amounts are based on an actuarially determined rate. The annual employer contributions include funding for basic retirement allowances and non-contributory death benefits.

Pursuant to the provision of Chapter 78, P.L. 2011, COLA increases were suspended for all current and future retirees of all retirement systems.

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

The College's and employees' contributions to PERS for the past three years were as follows:

Year Ended June 30,	Employer Contribution		Employee Contributions	Pensionable Wages
	Gross College Contribution	Percentage of Covered Payroll		
2020	\$ 1,117,319	10.18%	\$ 748,674	\$ 10,977,622
2019	1,092,307	10.13%	735,603	10,781,964
2018	1,009,814	9.54%	722,225	10,589,813

Chapter 78, P.L. 2011, effective June 28, 2011, established employee contribution requirements towards the cost of employer provided health benefit coverage. Employees are required to contribute a certain percentage of the cost of coverage. The rate of contribution is determined based on the employee's annual salary and the selected level of coverage.

Under chapter 78, certain future retirees eligible for employer-paid health care coverage at retirement will also be required to pay a percentage of the cost of their medical coverage determined on the basis of their annual retirement benefit.

GASB Statement No. 68, *Accounting and Financial Reporting for Pension* and GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to Measurement Date – an amendment of GASB No. 68* require participating employers in pension plans to recognize their proportionate share of their collective net pension liability, collective deferred outflows of resources, collective deferred inflows of resources and collective pension expense excluding that attributable to employer-paid member contributions.

At June 30, 2020 and 2019, the College's proportionate share of net pension liability for PERS was \$20,697,318 and \$21,622,076, respectively.

The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The College's proportion of the net pension liability was based on a projection of the College's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2020, the College's proportion was 0.1148%, which was an increase of 0.0048% from its proportion measured as of June 30, 2018.

For the years ended June 30, 2020 and 2019, the College recognized PERS pension expense of \$1,307,682 and \$234,787 respectively.

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

At June 30, 2020 and 2019, the College reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	2020		2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 280,058	\$ -	\$ 300,846	\$ -
Changes in assumptions	-	5,117,270	-	3,350,630
Net differences between projected and actual investment earnings on pension plan investments	-	326,715	-	202,816
Changes in proportion	1,438,209	-	641,997	-
Total Deferred Outflows and Inflows or resources before College contributions before measurement date	1,718,267	5,443,985	942,843	3,553,446
College contributions subsequent to measurement date	1,145,258	-	1,117,325	-
Total	<u>\$ 2,863,525</u>	<u>\$ 5,443,985</u>	<u>\$ 2,060,168</u>	<u>\$ 3,553,446</u>

College contributions subsequent to the measurement date for the fiscal years ended June 30, 2020 and 2019 in the amounts of \$1,145,258 and \$1,117,325 are recognized as a reduction of the net pension liability subsequent to their corresponding fiscal years ended.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Amount
2021	\$ (301,522)
2022	(1,494,156)
2023	(1,449,159)
2024	(505,390)
2025	24,508
Total	<u>\$ (3,725,718)</u>

Actuarial Assumptions

The total pension liability for the June 30, 2020 measurement date was determined by an actuarial valuation as of July 1, 2018, which was rolled forward to June 30, 2019. The total pension liability for the June 30, 2019 measurement date was determined by an actuarial valuation as of July 1, 2017, which was rolled forward to June 30, 2018.

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

Actuarial Assumptions (Continued)

These actuarial valuations used the following actuarial assumptions applied to all periods in the measurement.

	<u>2020</u>	<u>2019</u>
Inflation rate	2.25%	2.25%
Salary increases:	2.00 - 6.00%	1.65-4.15%
Through 2026	based on years of service	based on age
Thereafter	3.00 - 7.00%	2.65-5.15%
	based on years of service	based on age
Investment rate of return	7.00%	7.00%

Pre-retirement mortality rates were based on the RP-2000 Employee Pre-retirement Mortality Table for male and female active participants. For State employees, mortality tables are set back four years for males and females. For local employees, mortality tables are set back two years for males and seven years for females. In addition, the tables provide for future improvements in mortality from the base year of 2013 using a generational approach based on the Conduent modified 2014 projection scale. Postretirement mortality rates were based on the RP-2000 Combined Healthy Male and Female Mortality Tables (set back one year for males and females) for service retirements and beneficiaries of former members. In addition, the tables for service retirements and beneficiaries of former members provide for future improvements in mortality from 2012 to 2013 using Projection Scale AA and using a generational approach based on the Conduent 2014 projection scale thereafter. Disability retirement rates used to value disabled retirees were based on the RP-2000 Disabled Mortality Table (set back three years for males and set forward one year for females).

The actuarial assumptions used in the July 1, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2011 to June 30, 2014. It is likely that future experience will not exactly conform to these assumptions. To the extent that actual experience deviates from these assumptions, the emerging liabilities may be higher or lower than anticipated. The more the experience deviates, the larger the impact on future financial statements.

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

Long-Term Expected Rate of Return

In accordance with State statute, the long-term expected rate of return on plan investments (7.00% at June 30, 2019) is determined by the State Treasurer, after consultation with the Directors of the Division of Investment and Division of Pensions and Benefits, the board of trustees and the actuaries. The long-term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic rates of return for each major asset class included in PERS's target asset allocation as of June 30, 2020 and 2019 are summarized in the following table:

Asset Class	2020		2019	
	Target Allocation	Long-Term Expected Real Rate of Return	Target Allocation	Long-Term Expected Real Rate of Return
Absolute return/risk mitigation	0.00%	0.00%	5.00%	5.51%
Cash	5.00%	2.00%	5.50%	1.00%
U.S. Treasuries	5.00%	2.68%	3.00%	1.87%
Investment grade credit	10.00%	4.25%	10.00%	3.78%
High yield bonds	2.00%	5.37%	2.50%	6.82%
Global diversified credit	0.00%	0.00%	5.00%	7.10%
Credit oriented hedge funds	1.00%	6.60%	1.00%	6.60%
Debt related private equity	2.00%	10.63%	2.00%	10.63%
Debt related real estate	1.00%	6.61%	1.00%	6.61%
Private credit	6.00%	7.92%	0.00%	0.00%
Real asset	2.50%	9.31%	2.50%	11.83%
Real estate	7.50%	8.33%	0.00%	0.00%
Equity related real estate	0.00%	0.00%	6.25%	9.23%
US equities	28.00%	8.26%	30.00%	8.19%
Developed foreign equities	12.50%	9.00%	11.50%	9.00%
Emerging market equities	6.50%	11.37%	6.50%	11.64%
Buyouts/venture capital	12.00%	10.85%	8.25%	13.08%

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 5.25% and 5.66% as of June 30, 2019 and 2018, respectively. This single blended discount rate was based on the long-term expected rate of return on pension plan investments of 7.00%, and a municipal bond rate of 3.87% and 3.58% as of June 30, 2019 and 2018, respectively, based on the Bond Buyer Go 20-Bond Municipal Bond Index which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rate in the most recent fiscal year. Local employers contributed 100% of their actuarially determined contributions. Based on those assumptions, the plan's fiduciary net position was projected to be available to make projected future benefit payments of current member through June 30, 2046. Therefore, the long-term expected rate of return on plan investments was applied to payments through June 30, 2046, and the municipal bond rate was applied to projected benefit payments after that date in determining the total pension liability at June 30, 2019.

Sensitivity of the College's proportionate share of the net pension liability to changes in the discount rate.

The following presents the College's proportionate share of the net pension liability of the as of June 30, 2020 and 2019 (June 30, 2018 and 2017, respectively Measurement Date), calculated using the discount rate as disclosed above as well as what the collective net pension liability would be if it was calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	2020		
	1% Decrease (5.28%)	Current Discount Rate (6.28%)	1% Increase (7.28%)
College's proportionate share of PERS net pension liability	\$ 26,144,077	\$ 20,697,319	\$ 16,107,654
	1% Decrease (4.66%)	Current Discount Rate (5.66%)	1% Increase (6.66%)
College's proportionate share of PERS net pension liability	\$ 27,187,270	\$ 21,622,076	\$ 16,953,235

Pension Plan fiduciary net position

Detailed information about the pension plans' fiduciary net position are available in the separately issued financial reports. These reports may be accessed via the New Jersey Division of Pension and Benefits website at www.state.nj.us/treasury/pensions.

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NOTE 8 - RETIREMENT SYSTEMS (Continued)

Payable to the pension plan

At June 30, 2020 and 2019, respectively, the College reported accounts payable to the PERS of \$1,145,258 and \$1,117,325 for the required actuarially determined contribution to PERS for the years ended.

Alternate Benefit Program Information (ABP)

ABP provides the choice of seven investment carriers all of which are privately operated defined contribution retirement plans. The College assumes no liability for ABP members other than payment of contributions. ABP provides retirement and death benefits for, or on behalf of, those full-time professional employees and faculty members electing to participate in this optional retirement program. Participation eligibility as well as contributory and non-contributory requirements are established by the State of New Jersey Retirement and Social Security Law.

Employer contributions to ABP are paid by the State of New Jersey; however, such contributions have not been reflected as revenue and expense in the accompanying financial statements.

Benefits are determined by the amount of individual accumulations and the retirement income option selected. All benefits vest after the completion of one year of service. Individually owned annuity contracts that provide for full ownership of retirement and survivor benefits are purchased at the time of vesting. Participating College employees contribute 5% of salary and may contribute a voluntary additional contribution up to the maximum federal statutory limit, on a pre-tax basis. Employer contributions are 8%. The State of New Jersey reimburses the College a portion of employer contributions for certain classified positions relating to direct student education. The College's and employees' contributions to ABP for the past three years were as follows:

Year Ended June 30,	Employer Contributions			
	Gross College Paid	State Reimbursed	Employee Contributions	Pensionable Salaries
2020	\$ 1,089,732	\$ 1,089,732	\$ 681,082	\$ 13,621,648
2019	1,063,153	1,063,153	664,471	13,289,413
2018	967,720	967,720	604,825	12,096,500

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NOTE 9 - POST-RETIREMENT MEDICAL BENEFITS

The State of New Jersey sponsors and administers the post-retirement health benefit program plan for county colleges.

State Health Benefit Local Education Retired Employees Plan

The State Health Benefit Local Education Retired Employees Plan (Local Education Retired Plan) is a multiple-employer defined benefit other post-employment benefit (OPEB) plan that is administered by the State on a pay-as-you-go basis. Accordingly, no assets are accumulated in a qualifying trust that meets the criteria in paragraph 4 of GASB Statement No 75. The Local Education Retired Plan provides medical, prescription drug, and Medicare Part B reimbursement to retirees and the covered dependents of local education employees. The State also offers dental care to retirees, however, since dental benefits are completely paid for by the retirees, there is no OPEB liability for these benefits.

The employer contributions for the participating local education employers are legally required to be funded by the State in accordance with N.J.S.A. 52:14-17.32f. According to N.J.S.A. 52:14-17.32f, the State provides employer-paid coverage to employees who retired from a board of education or county college with 25 years or more of service credit in, or retires on a disability pension from one or more of the following plans: the Teachers' Pension and Annuity Fund (TPAF), the Public Employees' Retirement System (PERS), the Police and Firemen Retirement System (PFRS), or the Alternate Benefit Program (ABP). Pursuant to Chapter 78, P.L. 2011, future retirees eligible for postemployment medical coverage who have less than 20 years of creditable service on June 28, 2011 will be required to pay a percentage of the cost of their health care coverage in retirement provided they retire with 25 or more years of pension service credit. The percentage of the premium for which the retiree will be responsible will be determined based on the retiree's annual retirement benefit and level of coverage.

Employees Covered by Benefit Terms

The following Local Education Retired Plan employees were covered by benefit terms as of the June 30, 2020 and 2019 (measurement dates June 30, 2019 and 2018, respectively):

	<u>2020</u>	<u>2019</u>
Active Plan Members	222,559	217,131
Inactive Plan Members or Beneficiaries Currently Receiving Benefit Payments	148,676	145,050
Total	<u>371,236</u>	<u>362,181</u>

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NOTE 9 - POST-RETIREMENT MEDICAL BENEFITS (Continued)

State Health Benefit Local Education Retired Employees Plan (Continued)

Special Funding Situation

A special funding situation exists for the College as it is a participating employer in the Local Education Retired Plan, where according to N.J.S.A. 52:14-17.32f., the State is required to recognize the total nonemployer OPEB liability. In accordance with GASB No. 75, the College is not required to recognize an OPEB liability for the post-employment health benefit plan. Accordingly, the College's proportionate share percentage determined under GASB No. 75 is zero percent and the State's proportionate share is 100% of the OPEB liability, attributable to the College. Therefore, in addition, the College does not recognize any portion of the collective deferred outflows of resources and deferred inflows of resources related to the plan.

OPEB Liability

At June 30, 2020 and 2019 the State's proportionate share of the OPEB liability attributable to the College is \$39,140,942 and \$36,459,830, respectively. The non-employer allocation percentages are based on the ratio of the State's proportionate share of the OPEB liability attributable to the College at June 30, 2019 and 2018 to the total OPEB liability of the State Health Benefit Program Fund – Local Education Retired Employees Plan at June 30, 2019 and 2018, respectively. At June 2019, the State's share of the OPEB liability attributable to the College was 0.0828% which was an increase of .0037% from its proportion measured as of June 30, 2018 of 0.0791%. At June 2018, the State's share of the OPEB liability attributable to the College was 0.0791% which was a decrease of -.0208% from its proportion measured as of June 30, 2017 of 0.0999%.

The change in the State's proportionate share of the OPEB liability attributable to the College for the fiscal years ended June 30, 2020 and 2019 (measurement dates June 30, 2019 and 2018, respectively) are as follows:

	<u>2020</u>	<u>2019</u>
Balance, July 1 measurement date	\$ 36,459,830	\$ 53,569,430
Changes reconized for the fiscal year:		
Service cost	5,387,977	5,256,563
Interest on the total OPEB liability	2,141,503	2,089,271
Changes in assumptions	-	(4,183,948)
Difference between expected actual experience	(3,883,609)	(19,330,258)
Gross benefit payments	(999,296)	(974,923)
Contributions from the member	34,537	33,695
Net changes	<u>2,681,112</u>	<u>(17,109,600)</u>
Balance, June 30, measurement date	<u>\$ 39,140,942</u>	<u>\$ 36,459,830</u>

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 9 - POST-RETIREMENT MEDICAL BENEFITS (Continued)

State Health Benefit Local Education Retired Employees Plan (Continued)

Changes of assumptions and other inputs reflect a change in the discount rate from 3.87% in 2018 to 3.90% in 2019.

OPEB Expense

For the fiscal years ended June 30, 2020 and 2019, the College recognized OPEB expense of \$4,436,968 and \$4,328,749, respectively. These amounts have been included as a revenue and expense in the financial statements in accordance with GASB No. 85.

Actuarial Assumptions and Other Inputs

The OPEB liability for the June 30, 2019, measurement date was determined by an actuarial valuation as of June 30, 2018, which was rolled forward to June 30, 2019. The OPEB liability for the June 30, 2018, measurement date was determined by an actuarial valuation as of June 30, 2017, which was rolled forward to June 30, 2018. The actuarial assumptions vary for each plan member depending on the pension plan the member is enrolled in. This actuarial valuation used the following actuarial assumptions, applied to all periods in the measurement.

Inflation Rate: 2.50%

	TPAF/ABP	PERS
Salary Increases: Through 2026	1.55 – 4.55% based on years of service	2.15 – 4.15% based on age
Thereafter	2.00 – 5.45% based on years of service	3.15 – 5.15% based on age

Preretirement mortality rates were based on the RP-2006 Headcount-Weighted Healthy Employee Male/Female Mortality Table with fully generational mortality improvement projections from the central year using the MP-2017 scale. Postretirement mortality rates were based on the RP-2006 Headcount-Weighted Health Annuitant Male/Female mortality table with fully generational improvement projections from the central year using the MP-2017 scale. Disability mortality was based on the RP-2006 Headcount-Weighted Disabled Male/Female mortality table with fully generational improvement projections from the central year using the MP-2017 scale.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 9 - POST-RETIREMENT MEDICAL BENEFITS (Continued)

Actuarial Assumptions and Other Inputs (Continued)

The actuarial assumptions used in the June 30, 2017 valuation were based on the results of actuarial experience studies for the periods July 1, 2012 – June 30, 2015, July 1, 2011 – June 30, 2014, and July 1, 2010 – June 30, 2013 for TPAF, PERS and PFRS, respectively. The actuarial assumptions used in the June 30, 2016, valuation were based on the results of actuarial experience studies for the periods July 1, 2012 - June 30, 2015, July 1, 2010 - June 30, 2013, and July 1, 2011 - June 30, 2014 for TPAF, PFRS and PERS, respectively.

Health Care Trend Assumptions

For pre-Medicare preferred provider organization (PPO) and health maintenance organization (HMO) medical benefits, the trend rate is initially 5.8% and decreases to a 5.0% long-term trend rate after eight years. For self-insured post-65 PPO and HMO medical benefits, the trend rate is 4.5%. For prescription drug benefits, the initial trend rate is 8.0% decreasing to a 5.0% long-term trend rate after seven years. For the Medicare Part B reimbursement, the trend rate is 5.0%. The Medicare Advantage trend rate is 4.5% and will continue in all future years.

Sensitivity of OPEB Liability to Changes in the Discount Rate

The following presents the State's proportionate share of the OPEB liability attributable to the College as of June 30, 2020 and 2019, calculated using the discount rate disclosed above, as well as what the State's proportionate share of the OPEB liability attributable to the College would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	2020		
	At 1% Decrease (2.87%)	At Current Discount Rate (3.87%)	At 1% Increase (4.87%)
State's Proportionate Share of the OPEB Liability Attributable to the College	\$ 46,272,561	\$ 39,140,942	\$ 33,472,041
	2019		
	At 1% Decrease (2.87%)	At Current Discount Rate (3.87%)	At 1% Increase (4.87%)
State's Proportionate Share of the OPEB Liability Attributable to the College	\$ 43,102,941	\$ 36,459,830	\$ 31,179,243

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 9 - POST-RETIREMENT MEDICAL BENEFITS (Continued)

Sensitivity of total OPEB liability to changes in the healthcare cost trend rates

The following presents the State's proportionate share of the OPEB liability attributable to the College as of June 30, 2020 and 2019, calculated using the healthcare trend rate as disclosed above as well as what the State's proportionate share of the OPEB liability attributable to the College would be if it was calculated using a healthcare trend rate that is 1% point lower or 1% point higher than the current rate:

	2020		
	1 % Decrease	Healthcare Cost Trend Rate	1% Increase
State's Proportionate Share of the OPEB Liability Attributable to the College	\$ 32,352,268	\$ 39,140,942	\$ 48,102,246
	2019		
	1 % Decrease	Healthcare Cost Trend Rate	1% Increase
State's Proportionate Share of the OPEB Liability Attributable to the College	\$ 30,136,173	\$ 36,459,830	\$ 44,807,294

The State of New Jersey, Department of the Treasury, Division of Pensions and Benefits, issues publicly available financial reports that include the financial statements and required supplementary information for the above fund. The financial reports may be accessed via the New Jersey Division of Pensions and Benefits website at www.state.nj.us/treasury/pensions.

NOTE 10 - DISCRETELY PRESENTED COMPONENT UNIT

Organization of the Foundation

The Hudson County Community College Foundation (the "Foundation") is a discretely presented component unit of the College. The Foundation is a private not-for-profit organization that reports under FASB standards. As such, certain revenue recognition criteria and presentation features are different from GASB revenue recognition criteria and presentation features which taken as a whole are not material to the College's financial statements of the College. No modifications have been made to the Foundation's financial information in the College's financial reporting entity for these differences.

During the years ended June 30, 2020 and 2019, the Foundation distributed \$172,595 and \$172,595 respectively, to the College for scholarships. Complete financial statements for the Foundation can be obtained from the Finance Department of the College, Jersey City, New Jersey.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 10 - DISCRETELY PRESENTED COMPONENT UNIT

Summary of the Foundation's Significant Accounting Policies

Basis of Accounting

The financial statements of the Foundation have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Net Asset Classifications

The Foundation reports information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not imposed to donor-imposed restrictions and may be expensed for any purpose in performing the primary objectives of the Foundation. These net assets may be used at the discretion of the Foundation's management.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity and endowments which are invested to provide income for the granting of scholarships.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities and changes in net assets.

Valuation of Investments

Investments are valued at their fair market value.

Library and Art Collection

Accessions are capitalized at cost if purchased and at appraised or fair value at the date of accession if received by donation.

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased and fair value when donated. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation is removed from the accounts and any gain or loss is included in the results of operations.

**HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 10 - DISCRETELY PRESENTED COMPONENT UNIT (Continued)

Summary of the Foundation's Significant Accounting Policies (Continued)

Property and Equipment and Depreciation (Continued)

Depreciation is calculated on a straight-line basis over the estimated useful lives of the respective assets. The estimated lives by asset class follows:

Culinary Equipment	5 years
Office Equipment	3 years
Furniture	5 years

Long-Lived Assets

In accordance with accounting principles generally accepted in the United States of America, long-lived tangible assets subject to depreciation or amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets exceed their fair value as determined by an estimate of undiscounted future cash flows.

Revenue Recognition

Revenue is recognized when earned and consists primarily of contributions and proceeds from special events.

Deferred Revenue

Deferred revenue consists of funds received by the Foundation for future events.

Tax Ruling Status

Hudson County Community College Foundation is exempt from federal and state income taxes under applicable sections of the Internal Revenue and State of New Jersey Code.

Concentration of Credit Risk

The financial instruments which potentially subject the Foundation to concentrations of credit risk are cash and investments. The Foundation places its cash and investments with various financial institutions. The amount in any one institution that exceeds the federally insured limit is subject to credit risk. As of June 30, 2020 and 2019, the Foundation had cash totaling \$80,740 and \$80,740, respectively that was not federally insured.

All investments are subject to credit risk.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 10 - DISCRETELY PRESENTED COMPONENT UNIT (Continued)

Summary of the Foundation's Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Foundation to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ from those estimates.

Reclassifications

Certain reclassifications have been made to the prior year balances to conform to the current year's presentation.

Functional Expenses

The cost of program and supporting service activities have been summarized on a functional basis in the statements of activities and changes in net assets. Accordingly, direct costs are charged against each program or fundraising activity.

All other costs are determined to be supporting services and are reported as management and general costs.

NOTE 11 - RISK MANAGEMENT

The College is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The College maintains commercial insurance coverage for property and liability.

For worker's compensation insurance the College belongs to the New Jersey Community College Insurance Pool Worker's Compensation Fund (the "Insurance Pool"). The Insurance Pool was created by agreement among the founding community colleges, on June 24, 1987, a non-profit self-insurance pool, pursuant to the provisions of the New Jersey State Government Regulations Act, Chapter 204, P.L. 1985. Effective July 1, 1987, the Insurance Pool established a Workers' Compensation Fund providing workers' compensation insurance to its members. Premium payments are made to the insurance pool by participating community colleges as determined by the Insurance Pool's independent insurance consultant.

NOTE 12 - FINANCIAL DEPENDENCY

One of the College's largest sources of revenue is appropriations from Hudson County and the State of New Jersey. The College is economically dependent on these appropriations to carry on its operations.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 13 - CONTINGENCIES

Litigation

The College maybe party to legal proceedings and claims that arise in the ordinary course of business. In the opinion of management, the ultimate outcome of the claims and litigation, if any, will not have a material adverse effect on the College's financial position.

Grants

The College received financial assistance from the State of New Jersey and the U.S. Government in the form of grants and financial assistance. Entitlement to the funds is generally conditional upon compliance with terms and conditions of the grant agreements and applicable regulations, including expenditure of the funds for eligible purposes. The College is subject to the requirements of the Single Audit Act of 1984, as amended in 1996, which mandates that all revenues and expenditures from the grants and financial assistance are audited in conjunction with the College's financial statements for compliance with grant requirements. As of June 30, 2019, the College estimates that no material liabilities will result from such audits.

NOTE 14 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through **December XX, 2020**, the date which the financial statements were available to be issued.

COVID-19 State of Emergency

On January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency for the United States in response to COVID-19. On March 9, 2020, the Governor of the State of New Jersey issued Executive Order No. 103 (the "Order") declaring a State of Emergency and Public Health Emergency across all 21 counties in New Jersey. Although, State of New Jersey have begun to ease restrictions, it is possible that a resurgence in COVID-19 cases could prompt a return to tighter restrictions in certain areas. Furthermore, the economic recession brought on by the pandemic may have a continuing adverse impact on the organization's operation. Therefore, significant uncertainty remains regarding the ongoing impact of COVID-19 outbreak upon our financial condition and future results of operation, the related impact can not be reasonably estimated at this time.

REQUIRED SUPPLEMENTARY INFORMATION

PART II

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF THE COLLEGE'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)
LAST SIX FISCAL YEARS

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>
College's proportion of the net pension liability	0.000000000%	0.109815256%	0.109004902%	0.105143518%	0.103111575%	0.107551610%
College's proportionate share of the net pension liability	\$ 20,697,318	\$ 21,622,076	\$ 25,374,599	\$ 31,140,494	\$ 23,146,482	\$ 20,136,604
College's covered-employee payroll	13,621,648	13,621,648	10,589,813	10,085,536	9,100,123	7,411,708
College's proportionate share of the net pension liability as a percentage of its covered-employee payroll	65.81%	63.00%	41.73%	32.39%	39.32%	36.81%
Plan fiduciary net position as a percentage of the total pension liability	53.60%	53.60%	48.10%	40.14%	47.93%	52.08%

Note: The amounts presented for each fiscal year were determined as of the previous fiscal year-end.

This schedule is presented to illustrate the requirement to show information for 10 years in accordance with GASB Statement No. 68. However, until a 10-year trend is compiled, the College will only present information for those years for which information is available.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF COLLEGE CONTRIBUTIONS
PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)
LAST SIX FISCAL YEARS

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>
Contractually required contribution	\$ 1,117,319	\$ 1,092,307	\$ 985,569	\$ 903,552	\$ 934,080	\$ 886,483
Contributions in relation to the contractually required contribution	<u>1,092,307</u>	<u>1,092,307</u>	<u>985,569</u>	<u>903,552</u>	<u>934,080</u>	<u>886,483</u>
Contribution deficiency (excess)	<u>\$ 25,012</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
College's covered-employee payroll	\$ 13,621,648	\$ 10,785,964	\$ 10,589,813	\$ 10,085,536	\$ 9,100,123	\$ 7,411,708
Contributions as a percentage of covered-employee payroll	8.20%	10.13%	9.31%	8.96%	10.26%	11.96%

Note: The amounts presented for each fiscal year were determined as of the previous fiscal year-end.

This schedule is presented to illustrate the requirement to show information for 10 years in accordance with GASB Statement No. 68. However, until a 10-year trend is compiled, the College will only present information for those years for which information is available.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF CHANGES IN THE STATE'S PROPORTIONATE SHARE OF OPEB LIABILITY
ATTRIBUTABLE TO THE COLLEGE AND RELATED RATIOS
STATE HEALTH BENEFITS LOCAL EDUCATION RETIRED EMPLOYEES OPEB PLAN
LAST THREE FISCAL YEARS

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Balance, July 1	\$ 36,459,830	\$ 53,569,430	\$ 54,844,428
Changes reconized for the fiscal year:			
Service cost	5,387,977	5,256,563	6,301,791
Interest on the total OPEB liability	2,141,503	2,089,271	1,725,757
Changes in assumptions	-	(4,183,948)	(8,107,453)
Difference between expected and actual experience	(3,883,609)	(19,330,258)	-
Gross benefit payments	(999,296)	(974,923)	(1,240,782)
Contributions from the member	34,537	33,695	45,689
Net changes	<u>2,681,112</u>	<u>(17,109,600)</u>	<u>(1,274,998)</u>
Balance, June 30	<u>\$ 39,140,942</u>	<u>\$ 36,459,830</u>	<u>\$ 53,569,430</u>
College's proportionate share of OPEB liability	\$ -	\$ -	\$ -
State's proportionate share of OPEB liability	<u>39,140,942</u>	<u>36,459,830</u>	<u>53,569,430</u>
Total OPEB liability	<u>\$ 39,140,942</u>	<u>\$ 36,459,830</u>	<u>\$ 53,569,430</u>
College's covered employee payroll	\$ 24,599,270	\$ 24,071,377	\$ 21,179,626
Total OPEB Liability as a percentage of covered employee payroll	0.000%	0.000%	0.000%

Note: The amounts presented for each fiscal year were determined as of the previous fiscal year-end.

This schedule is presented to illustrate the requirement to show information for 10 years in accordance with GASB Statement No. 75. However, until a 10-year trend is compiled, the College will only present information for those years for which information is available.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Public Employees' Retirement System (PERS)	State Health Benefit Local Education Retired Employees OPEB Plan
Change in benefits	None	None
Changes in assumptions:		
Discount rate:		
As of June 30, 2019	3.50%	3.50%
As of June 30, 2018	5.66%	3.87%
Municipal bond rate:		
As of June 30, 2019	3.50%	3.50%
As of June 30, 2018	3.87%	3.87%
Inflation rate:		
As of June 30, 2019	2.25%	2.25%
As of June 30, 2018	2.25%	2.50%
Long-term expected rate of return on pension plan investments:		
As of June 30, 2019	7.00%	Not Applicable
As of June 30, 2018	7.00%	Not Applicable

SINGLE AUDIT SECTION

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC

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**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
 FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
 BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
 ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees
 Hudson County Community College
 Jersey City, New Jersey

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Hudson County Community College (the “College”), a component unit of Hudson County, New Jersey, which collectively comprise the College’s basic financial statements and the related notes to the financial statements, which collectively comprise the College’s basic financial statements, and have issued our report thereon dated **December XX, 2020**. The financial statements of the Hudson County Community College Foundation, Inc., the discretely presented component unit of the College, were audited by other auditors for the years ended June 30, 2020 and 2019, whose report dated **December XX, 2020**, expressed an unmodified opinion on those statements.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the College’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the College’s internal control. Accordingly, we do not express an opinion on the effectiveness of the College’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the College's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC
Certified Public Accountants

Bayonne, New Jersey
December XX, 2020

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC

Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND NEW JERSEY OMB CIRCULAR 15-08

The Board of Trustees
 Hudson County Community College
 Jersey City, New Jersey

Report on Compliance for Each Major Federal and State Program

We have audited the Hudson County Community College's, (the "College") compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* and the *New Jersey State Aid/Grant Compliance Supplement* that could have a direct and material effect on each of the College's major federal and state programs for the year ended June 30, 2020. The College's major federal and state programs are identified in the Summary of Auditor's Results Section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the College's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements as prescribed by the Office of School Finance, Department of Education, State of New Jersey; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and *New Jersey OMB's Circular 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*. Those standards, the Uniform Guidance and New Jersey OMB's Circular 15-08, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the College's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of the College's compliance.

Opinion on Each Major Federal and State Program

In our opinion, the College complied, in all material respects, with the type of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of the Hudson County Community College is responsible for establishing and maintaining effective internal control over compliance with the type of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the College's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal or state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and New Jersey OMB's Circular 15-08, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the College's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and New Jersey OMB's Circular 15-08. Accordingly, this report is not suitable for any other purpose.

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC
Certified Public Accountants

Bayonne, New Jersey
December XX, 2020

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County)
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

<u>Federal Grantor/ Passed through Grantor/ Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Expenditures</u>	<u>Passed Through To Subrecipients</u>
U.S. Department of Labor:				
Passed through Jersey City Office of Employment and Training Placement in High Growth and Emerging Industry Sectors: Aspen Institute - Workforce Leadership Academy	17.282	*	\$ (56,327)	\$ -
Total U.S. Department of Labor			<u>(56,327)</u>	<u>-</u>
National Science Foundation:				
Northern New Jersey Bridges to the Baccalaureate Degree (NNJ B2B)	47.076	*	(66,934)	-
Total National Science Foundation			<u>(66,934)</u>	<u>-</u>
U.S. Department of Education:				
Student Financial Assistance Cluster:				
Federal Supplemental Educational Opportunity Grants	84.007	*	(433,666)	-
Federal Work Study Programs	84.033	*	(338,716)	-
Federal Pell Grant Program	84.063	*	(23,234,583)	-
Federal Direct Student Loans	84.268	*	(3,338,827)	-
Total Student Financial Assistance Cluster			<u>(27,345,792)</u>	<u>-</u>
Title V - Higher Education:				
Opening the Gate: Improving Mathematics Success for STEM Careers	84.031C	*	(92,023)	-
Picking Up the Pace: Ensuring Hispanic Degree Completion	84.031S	*	(23,059)	-
COVID-19 - Higher Education Emergency Relief Fund:				
Student Aid	84.425E	*	(2,456,136)	-
Institutional Aid	84.425F	*	(513,539)	-
Total Higher Educational Institutional Aid			<u>(3,084,757)</u>	<u>-</u>
Passed through State of New Jersey, Department of Education:				
Career and Technical Education - Perkins	84.048A	V048A190030	(759,977)	-
College Readiness Now	84.334	*	(50,996)	-
Total U.S. Department of Education			<u>(31,241,522)</u>	<u>-</u>
Total Federal Awards			<u>\$ (31,364,783)</u>	<u>\$ -</u>

* - Information Not Available

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County)
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2020

State of New Jersey Grantor/ Pass Through Grantor/ Program or Cluster Title	Grant Account Number	Grant Period		Expenditures	Cumulative Expenditures
		From	To		
Higher Education Assistance Authority:					
Tuition Aid Grants	20-100-074-2405-007	07/01/19	06/30/20	\$ (4,561,412)	\$ (4,561,412)
New Jersey Student Tuition Assistance Reward Scholarship (NJ Stars) Program	20-100-074-2405-313	07/01/19	06/30/20	<u>(110,340)</u>	110,340
Total Higher Education Assistance Authority				<u>(4,671,752)</u>	
Department of Higher Education:					
Supplementary Education Program Grant:					
Educational Opportunity Fund:					
Article III - Educational Opportunity Fund Summer	20-100-074-2401-001	07/01/19	08/31/19	(37,820)	(37,820)
Article III - Educational Opportunity Fund Winter	20-100-074-2401-002	01/01/19	01/31/19	(12,869)	(12,869)
Article III - Educational Opportunity Fund Program Support	20-100-074-2401-002	07/01/19	06/30/20	<u>(349,860)</u>	(159,832)
Total Educational Opportunity Fund				(400,549)	
New Jersey Community College Opportunity Grant:					
Community College Opportunity Grant	20-100-074-2400-061	09/15/19	08/01/21	(2,773,882)	(2,773,882)
Community College Opportunity Grants - Special Funding	19-100-074-2400-061	09/15/18	08/01/20	<u>(1,891)</u>	(741,639)
				<u>(2,775,773)</u>	
Total Department of Higher Education				<u>(3,176,322)</u>	
Department of Treasury:					
Higher Education Administration:					
Operational Costs - County Colleges	19-100-082-2155-015	07/01/18	06/30/19	(6,046,217)	(6,046,217)
Alternate Benefit Program	20-100-082-2155-017	07/01/19	06/30/20	(1,063,153)	(1,063,153)
Division of Pensions and Benefits:					
On-Behalf Post Retirement Medical Benefits Contribution	*	07/01/19	06/30/20	<u>(4,328,749)</u>	(4,328,749)
Total Department of Treasury				<u>(11,438,119)</u>	
Total State Financial Assistance				(19,286,193)	
Less:					
On-Behalf Post Retirement Medical Benefits Contribution				<u>4,328,749</u>	
Total Subject to Single Audit				<u>\$ (14,957,444)</u>	

* - Information Not Available

Note: There were expenditures passed through to subrecipients.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2020

NOTE 1 - GENERAL

The accompanying Schedules of Expenditures of Federal Awards and State Financial Assistance include federal and state award activity of the Hudson County Community College (the "College"). The College is defined in Note 1 to the College's basic financial statements. All federal and state awards received directly from federal and state agencies, as well as federal and state awards received directly from federal and state agencies, as well as federal and state awards passed through other governmental agencies, are included on the Schedule of Expenditures of Federal Awards and State Financial Assistance.

NOTE 2 - BASIS OF ACCOUNTING

The accompanying schedules of expenditures of Federal Awards and State Financial Assistance of the Collage are presented on the accrual basis of accounting. The information in these schedules is presented in accordance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* and the New Jersey Office of Management and Budget Circular 15-08. Therefore, some amounts presented in these schedules may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 3 – INDIRECT COST METHOD

The College has elected not to use the 10 percent de minimus indirect cost rate as allowed under the Uninform Guidance.

NOTE 4 - LOAN PROGRAMS

The College is responsible only for the performance of certain administrative duties with respect to the Federal Direct Student Loan Program and the State of New Jersey Alternative Loan and New Jersey Class Loans and, accordingly, these loans are not included in the College's basic financial statements. It is not practical to determine the balance of loans outstanding to students of the College under this program.

NOTE 5 - RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

As explained in note 4, the College is responsible only for the performance and certain administrative duties with respect to the Federal Direct Student Loan Program. Such funding is presented in the schedule of expenditures of federal awards, however, is not presented in the basic financial statements

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2020

NOTE 6 - RELATIONSHIP TO FEDERAL AND STATE FINANCIAL REPORTS

Amounts reported in the accompanying schedules agree with the amounts reported in the related federal and state financial reports.

NOTE 7 - ON-BEHALF PROGRAMS NOT SUBJECT TO STATE SINGLE AUDIT

The amount of \$4,328,749 reported as post-retirement medical benefits represent the OPEB expense amounts incurred by the State on behalf of the College for the year ended June 30, 2020. On-behalf expenditures for the College by the State are not subject to a State single audit and, therefore, are excluded from major program determination. The Schedule of State Financial Assistance provides a reconciliation of State financial assistance reported in the College's basic financial statements and the amount subject to the State single audit and major program determination.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

Section I - Summary of Auditor's Results

FINANCIAL STATEMENT SECTION

- A) Type of auditor's report issued: Unmodified
- B) Internal control over financial reporting:
- 1) Material weakness(es) identified? Yes ✓ No
- 2) Significant deficiencies identified? Yes ✓ None reported
- C) Noncompliance material to basic financial statements noted? Yes ✓ No

FEDERAL AWARD SECTION

- D) Internal Control over major programs:
- 1) Material weakness(es) identified? Yes ✓ No
- 2) Significant deficiencies identified? Yes ✓ None reported
- E) Type of auditor's report issued on compliance for major programs: Unmodified
- F) Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200 SECTION .516(a) of ? Yes ✓ No

G) Identification of major programs:

CFDA Number(s)	FAIN Number(s)	Name of Federal Program or Cluster
84.007	*	Student Financial Assistance Cluster:
84.033	*	Federal Supplemental Educational Opportunity Grants
84.063	*	Federal Work Study Programs
84.268	*	Federal Pell Grant Program
84.425E	*	Federal Direct Student Loans
84.425F	*	COVID-19 - Higher Education Emergency Relief Fund Student Aid
		COVID-19 - Higher Education Emergency Relief Fund Institutional Aid

- H) Dollar threshold used to distinguish between type A and Type B Programs: \$750,000
- I) Auditee qualified as low-risk auditee? ✓ yes no

* - Information Not Available

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

Section I - Summary of Auditor's Results

STATE FINANCIAL ASSISTANCE SECTION

- J) Dollar threshold used to distinguish between type A and type B programs: \$750,000
- K) Auditee qualified as low-risk auditee? ✓ yes no
- L) Internal control over financial reporting:
- 1) Material weakness(es) identified? yes ✓ no
- 2) Significant deficiencies identified that are not considered to be material weaknesses? yes ✓ none reported
- M) Type of auditor's report issued on compliance for major programs: Unmodified
- N) Any audit findings disclosed that are required to be reported in accordance with Applicable N.J. OMB Circular Letter 15-08 yes ✓ no
- O) Identification of major programs:

State Grant/Project Number(s)	Name of State Program
20-100-074-2401-002	Educational Opportunity Fund
20-100-074-2400-061	New Jersey Community College Opportunity Grant
20-100-082-2155-015	Operational Costs - County Colleges

* - Information Not Available

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

Section II - Financial Statement Findings

(This section identifies the significant deficiencies, material weaknesses, fraud, illegal acts, violations of provisions of contracts and grant agreements, and abuse related to the financial statements for which Government Auditing Standards requires reporting.)

No matters were reported.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

Section III - Federal Awards and State Financial Assistance Findings and Questioned Costs

(This section identifies audit findings required to be reported by 2 CFR 200 Section .516 of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and New Jersey OMB Circular Letter 15-08, as applicable.)

FEDERAL AWARDS

No matters were reported.

STATE FINANCIAL ASSISTANCE

No matters were reported.

HUDSON COUNTY COMMUNITY COLLEGE
(A Component Unit of Hudson County, New Jersey)
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
AND QUESTIONED COSTS AS PREPARED BY MANAGEMENT
FOR THE YEAR ENDED JUNE 30, 2020

(This section identifies the status of prior year findings related to the basic financial statements and federal and state awards that are required to be reported in accordance with Chapter 6.12 of *Government Auditing Standards*, U.S. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. (¶.511 (a)(b)) and New Jersey OMB's Circular 15-08, as applicable.)

FINANCIAL STATEMENTS

No matters were reported.

FEDERAL AWARDS

No matters were reported.

STATE FINANCIAL ASSISTANCE

No matters were reported.

APPENDIX B

Attachments for Item IX: Academic and Student Affairs Recommendations



Attachment I.a

**AGREEMENT BETWEEN
 HUDSON COUNTY COMMUNITY COLLEGE
 AND
 JERSEY CITY BOARD OF EDUCATION
 FOR
 THE DELIVERY OF CULINARY TRAINING PROGRAM
 INSTRUCTION (EARLY COLLEGE AT HCCC)**

Hudson County Community College (HCCC) agrees to provide instruction in the selected training program for up to twenty (20) high school students in the Food Service Program at the Lincoln High School campus of the Jersey City Board of Education (JCBOE). The instruction will be performed by HCCC faculty on the HCCC campus for a total of twenty-eight (24) Fridays in the 2019 – 2020 academic year.

Criteria and Commitment

Student participation is contingent upon the students completing a general admission application and a special program application; meeting selection criteria established by the JCBOE; completing all high school graduation requirements while in the program; and gaining the approval of their guidance counselor and parent(s) or guardian(s). HCCC can recommend the discontinuation of individual students in the program based on poor academic performance.

Upon registration, students will receive a college identification card and will have full access to academic advisement, tutoring services, library resources and laboratories at HCCC. Each semester, students will enroll in a Culinary Training Program for which they will receive high school and college credit upon successfully completing the course and have the option of transferring seven college credits to HCCC.

Students will be enrolled in a Culinary Training Program in which they have met the prerequisites and that have also been mutually agreed upon by the administration at HCCC and JCBOE. With the completion of the program application, HCCC and JCBOE are authorized to exchange pertinent student information. Upon successful completion of all requirements, HCCC will provide students with a certificate of completion at the end-of-the-year culinary ceremony.

The end-of-the-year ceremony will be hosted by HCCC tentatively on May 8, 2020. The event will allow students to demonstrate their culinary skills learned through the HCCC training program, and allow parents and district representatives to celebrate the students' success. HCCC will be responsible for covering the cost of the venue and the refreshments. JCBOE will be responsible for all correspondence about the event to students, parents, high school personnel and invited guests.

Fiscal Considerations

The cost for this program to JCBOE will be determined on an annual basis. For the 2019-2020 academic year, the cost of the program will be \$52,000 based on 20 students enrolled (\$2,600 x 20). Upon successful completion of the Culinary Training Program students will have the option of transferring the certificate of completion into seven college level credits to HCCC. This cost includes training, fees, supplies, and other related expenses. HCCC will not bill students directly for the program. Payment will be made to HCCC by the Jersey City Board of Education in a two payment cycle; 50% by December 11, 2019 and 50% by May 3, 2020. Arrangements for any fiscal contributions from students, parents and/or a third party will be determined and made by the administration at JCBOE but shall not relieve JCBOE of its payment obligations of the full amount of the program to HCCC.

Terms of Contract

This Agreement shall commence on September 1, 2019 and terminate on August 31, 2020. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment.

SIGNED:

 President or Designee
 Hudson County Community College

 Date

 Superintendent or Designee
 Jersey City Board of Education

 Date

**ARTICULATION AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE AND
THE JERSEY CITY BOARD OF EDUCATION
FOR DUAL CREDIT/TECH Prep 2+2 PROGRAMMING
FOR ACADEMIC YEAR 2019-2020**



This agreement specifies the requirements and conditions for students from Jersey City Public High Schools to obtain articulated academic credit at Hudson County Community College (HCCC) for the Early College courses completed on site at Hudson County Community College.

The requirements are as follows:

1. The high school must maintain status as a “certified” program in the Early College Program.
2. Students’ participation is contingent upon (1) completion of an Early College admission application; (2) passing the High School Proficiency Assessment (HSPA); (3) completion all high school graduation requirements with the exception of English and Physical Education; and (4) approval of their guidance counselor and parent(s) or guardian(s). With the completion of the program application, HCCC and JCBOE are authorized to exchange pertinent student information without additional release from the students. Students will be accepted into Hudson County Community College’s Culinary Early College Program and may continue dependent on satisfactory academic progress.
3. Students must successfully complete the three culinary courses including CAI 118 - Breakfast and Pantry Cookery; CAI 115- Food Sanitation and Culinary Principles; and CAI-119 – Bakeshop I. The instruction will be performed by HCCC faculty on the HCCC campus during the 2019 -2020 academic year.
4. At the end of the semester, students who successfully complete the three college-level courses will receive high school credit, seven college credits (Breakfast and Pantry Cookery- CAI 118- 2 credits; Food Sanitation and Culinary Principles- CAI 115- 3 credits; Bakeshop I – CAI-119- 2 credits); and a ServSafe Certification in Sanitation. Hudson County Community College will present a Certificate of Completion at the end-of-the-year ceremony.
5. An end-of-the-year ceremony will be hosted by HCCC tentatively on May 8, 2020. The event will allow students to demonstrate their culinary skills learned through the HCCC training program, and allow parents and district representatives to celebrate the students’ success. HCCC will be responsible for covering the cost of the venue and the refreshments. JCBOE will be responsible for all correspondence about the event to students, parents, high school personnel and invited guests. Annual review of the articulation agreement will be performed in June. Any changes to the agreement will apply to incoming students of Jersey City Public Schools.

Terms of Contract

This Agreement shall commence on September 1, 2019 and terminate on August 31, 2020. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Jersey City Board of Education

Date



**AGREEMENT BETWEEN
 HUDSON COUNTY COMMUNITY COLLEGE
 AND
 JERSEY CITY BOARD OF EDUCATION
 FOR
 THE DELIVERY OF CULINARY TRAINING PROGRAM
 INSTRUCTION (EARLY COLLEGE AT HCCC)**

Hudson County Community College (HCCC) agrees to provide instruction in the selected training program for up to eighteen (18) high school students in the Food Service Program at the Lincoln High School campus of the Jersey City Board of Education (JCBOE). The instruction will be performed by HCCC faculty on the HCCC campus for a total of twenty-eight (24) Fridays in the 2020 – 2021 academic year.

Criteria and Commitment

Student participation is contingent upon the students completing a general admission application and a special program application; meeting selection criteria established by the JCBOE; completing all high school graduation requirements while in the program; and gaining the approval of their guidance counselor and parent(s) or guardian(s). HCCC can recommend the discontinuation of individual students in the program based on poor academic performance.

Upon registration, students will receive a college identification card and will have full access to academic advisement, tutoring services, library resources and laboratories at HCCC. Each semester, students will enroll in a Culinary Training Program for which they will receive high school and college credit upon successfully completing the course and have the option of transferring seven college credits to HCCC.

Students will be enrolled in a Culinary Training Program in which they have met the prerequisites and that have also been mutually agreed upon by the administration at HCCC and JCBOE. With the completion of the program application, HCCC and JCBOE are authorized to exchange pertinent student information. Upon successful completion of all requirements, HCCC will provide students with a certificate of completion at the end-of-the-year culinary ceremony.

The end-of-the-year ceremony will be hosted by HCCC tentatively on May 8, 2021. The event will allow students to demonstrate their culinary skills learned through the HCCC training program, and allow parents and district representatives to celebrate the students' success. HCCC will be responsible for covering the cost of the venue and the refreshments. JCBOE will be responsible for all correspondence about the event to students, parents, high school personnel and invited guests.

Fiscal Considerations

The cost for this program to JCBOE will be determined on an annual basis. For the 2020-2021 academic year, the cost of the program will be \$26,037.00 based on 18 students enrolled (\$1,446.50 x 18). Upon successful completion of the Culinary Training Program students will have the option of transferring the certificate of completion into seven college level credits to HCCC. This cost includes training, fees, supplies, and other related expenses. HCCC will not bill students directly for the program. Payment will be made to HCCC by the Jersey City Board of Education in a two payment cycle; 50% by December 11, 2020 and 50% by May 3, 2021. Arrangements for any fiscal contributions from students, parents and/or a third party will be made by the administration at JCBOE. but shall not relieve JCBOE of its payment obligations of the full amount of the program to HCCC.

Terms of Contract

This Agreement shall commence on September 1, 2020 and terminate on August 31, 2021. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment.

SIGNED:

 President or Designee
 Hudson County Community College

 Date

 Superintendent or Designee
 Jersey City Board of Education

 Date

**ARTICULATION AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE AND
THE JERSEY CITY BOARD OF EDUCATION
FOR DUAL CREDIT/TECH Prep 2+2 PROGRAMMING
FOR ACADEMIC YEAR 2020 -2021**



This agreement specifies the requirements and conditions for students from Jersey City Public High Schools to obtain articulated academic credit at Hudson County Community College (HCCC) for the Early College courses completed on site at Hudson County Community College.

The requirements are as follows:

1. The high school must maintain status as a “certified” program in the Early College Program.
2. Students’ participation is contingent upon (1) completion of an Early College admission application; (2) passing the High School Proficiency Assessment (HSPA); (3) completion all high school graduation requirements with the exception of English and Physical Education; and (4) approval of their guidance counselor and parent(s) or guardian(s). With the completion of the program application, HCCC and JCBOE are authorized to exchange pertinent student information without additional release from the students. Student will be accepted into Hudson County Community College’s Culinary Early College Program and may continue dependent on satisfactory academic progress.
3. Students must successfully complete the three culinary courses including CAI 118 - Breakfast and Pantry Cookery; CAI 115- Food Sanitation and Culinary Principles; and CAI-119 – Bakeshop I. The instruction will be performed by HCCC faculty on the HCCC campus during the 2020 – 2021 academic year.
4. At the end of the semester, students who successfully complete the three college-level courses will receive high school credit, seven college credits (Breakfast and Pantry Cookery- CAI 118- 2 credits; Food Sanitation and Culinary Principles- CAI 115- 3 credits; Bakeshop I – CAI-119- 2 credits); and a ServSafe Certification in Sanitation. Hudson County Community College will present a Certificate of Completion at the end-of-the-year ceremony.
5. An end-of-the-year ceremony will be hosted by HCCC tentatively on May 8, 2021. The event will allow students to demonstrate their culinary skills learned through the HCCC training program, and allow parents and district representatives to celebrate the students’ success. HCCC will be responsible for covering the cost of the venue and the refreshments. JCBOE will be responsible for all correspondence about the event to students, parents, high school personnel and invited guests. Annual review of the articulation agreement will be performed in June. Any changes to the agreement will apply to incoming students of Jersey City Public Schools.

Terms of Contract

This Agreement shall commence on September 1, 2020 and terminate on August 31, 2021. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Jersey City Board of Education

Date



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN:
HUDSON COUNTY COMMUNITY COLLEGE
AND
HUDSON COUNTY MEADOWVIEW PSYCHIATRIC HOSPITAL**

**Between:
Hudson County Community College (HCCC) and Hudson County Meadowview Psychiatric Hospital (MPH) for the Apprenticeship Certified Nurse Aide (CNA) Program (the “Program”).**

Description of Services

HCCC, through the Continuing Education & Workforce Development department (“CEWD”) and the Center for Business & Industry (“CBI”), will provide 174 hours of Related Technical Instruction (RTI) of the Program to incumbent employees at Hudson County Meadowview Psychiatric Hospital. Funding for the training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

Outline of the Apprenticeship CNA Program:

- CNA Instruction - 90 hours
- Orientation - 8 hours
- Medical terminology - 23 hours
- Dementia - 16 hours
- CPR/BLS for Healthcare Providers - 5 hours
- NHA PersonAbility - 22 hours
- Fundamental Workplace Skills - 10 hours

Total hours of the Apprenticeship CNA Program - 174 hours

Roles and Responsibilities

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

Hudson County Meadowview Psychiatric Hospital (MPH)

- a. MPH agrees to provide staff for information sessions.

- b. MPH agrees to identify and provide a staff member for day-to-day communications between MPH and HCCC.
- c. MPH agrees to select and refer incumbent employees to enroll in the Program.
- d. MPH agrees to change the title, job description, and salary of those who have passed the New Jersey Department of Health written exam.
- e. MPH agrees to work with incumbent employees to adjust their schedule so that they can attend the Program.
- f. MPH agrees to identify and provide a mentor(s) to oversee each apprentice during his/her on-the-job education.
- g. MPH agrees to complete the CNA competency checklist for each registered apprentice while learning on-the-job.
- h. MPH agrees to ensure the registered apprentice has the necessary instruction and guidance by a mentor or supervisor from MPH to perform tasks safely, correctly, and efficiently.
- i. MPH agrees not to discriminate against any student with respect to recruitment and participation in the Program.
- j. MPH agrees to hold HCCC, its employees, staff, directors, trustees, and agents harmless for any damages incurred by HCCC and actions brought against HCCC resulting from HCCC’s participation, instruction, or other student interaction as a result of any negligent acts of omission or commission by MPH or program participants.

HCCC

- a. HCCC agrees to review the schedule with an MPH representative prior to recruitment.
- b. HCCC will determine student eligibility requirements based on funding guidelines.
- c. HCCC agrees to provide staff for information sessions and to explain the eligibility criteria for the NJHealthWorks Scaling Apprenticeship Grant.
- d. HCCC agrees to provide administrative oversight for the Program.
- e. HCCC agrees to include the first and second sets of CNA testing and certification fees as part of the tuition. Any testing beyond this will be the obligation of the student.
- f. HCCC agrees to provide rooms, books, and appropriate instructional materials, included in the tuition.
- g. HCCC agrees to hold MPH harmless for any third-party actions brought against MPH resulting from MPH’s participation, instruction, or other student interaction to the extent caused by HCCC.

Funding for Training and Invoicing:

- a. Funding for training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.
- b. HCCC will invoice the funder according to their invoice procedures.
- c. HCCC requires each student that registers for the Program pay the amount of \$500.00. This payment is due in full to HCCC at registration, or no less than 6 business days prior to the start of the Program. See the following table:

Apprenticeship CNA Program

HCCC NJHealthWorks Apprenticeship Grant covers	\$2,000.00 per student
--	------------------------

Student Cost	\$500.00 per student
Total Program Cost	\$2,500.00

Cancellation Policy

HCCC and MPH 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 subject to the terms and conditions above.

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 October 14, 2020 and end on October 14, 2022. Any continuation is subject to a new agreement.

Hudson County Community College

Name: Dr. Christopher Reber
 Title: President of Hudson County Community College

Signature: _____

Date: _____

County of Hudson (Meadowview Psychiatric Hospital)

Name: Abraham Antun
 Title: County Administrator

Signature: _____

Date: _____

Attachment III

Agreement

Between Hudson County Community College and Eastern Millwork, Inc.

Joint Degree and Apprenticeship Program in Advanced Manufacturing

The Parties agree as follows:

1. HCCC will:
 - a. Administer and coordinate the program to include providing a dedicated program coordinator.
 - b. Recruit, screen, and select student candidates to be enrolled in the program in partnership with Eastern Millwork. Eastern Millwork, at its sole discretion, will have the final determination on hiring.
 - c. Develop, deploy and deliver an accredited program that will include a proficiency certificate, an academic certificate, and an Associate of Applied Science degree in Advanced Manufacturing (A.A.S.) in Advanced Manufacturing with a Wood Technology option.
 - d. Secure necessary permissions to offer all credentialed programs from the New Jersey Council of Community Colleges, the New Jersey Presidents' Council, and any other agencies which are required to grant accredited certificates and degrees.
 - e. Schedule and provide instructional facilities appropriate to the subject and modality of the instruction offered.
 - f. Recruit, screen, and select those faculty who will teach the classes on the mutually agreed upon, designated education days and coordinate the program in the HCCC facilities, campus and/or off-site locations.
 - g. Provide student services, including registration, counseling, advising, tutoring, credentialing, facilities access, and the same academic support services, rights, and privileges afforded to all HCCC students.
 - h. Provide counseling and, as appropriate, alternative educational options for students removed from the program consistent with HCCC policy.

2. Eastern Millwork will:
 - a. Review all student candidates for the program, in collaboration with HCCC and, at its sole discretion, hire those students who will participate in the program, and employ, as apprentices, those accepted students who formally enroll in the program.
 - b. Continue to employ students who remain in good standing, as determined by Eastern Millwork in its sole discretion, in the program, and remain enrolled in HCCC. All employed candidates shall be provided compensation and benefits consistent with local, state, and federal compensation, benefits, and taxation requirements, including, as applicable, minimum wage, overtime, and paid leave.
 - c. Establish, at its sole discretion, competency benchmarks for salary advancement before the apprenticeship.
 - d. Develop and maintain standards of conduct and performance for students to enter and remain in the program. Agree to consult with HCCC, but not need the approval of HCCC for final decisions in this regard, except that HCCC has the right to require that the standards of conduct and performance meet the relevant and applicable federal, state and local academic requirements for accreditation, as well as the pertinent regulations and laws of the State of New Jersey.

- e. Provide ongoing mentoring and supervision of students in the program during the time the students remain in good standing in the program.
 - f. Maintain all appropriate insurance coverage, as determined by Eastern Millwork's insurers, and in compliance with state and federal law for all employed apprentices, visiting candidates, visiting students, faculty and staff, while on site at the Eastern Millwork facility at 143 Chapel Avenue in Jersey City, New Jersey. Such coverage shall not include claims that occur while any employed apprentices, candidates, visiting students, faculty and staff, or any other individuals related to the program are traveling to or from the Eastern Millwork facility. Further, Eastern Millwork shall only be liable for claims that occur at its facility at 143 Chapel Avenue in Jersey City, New Jersey, unless otherwise required by law. The parties agree that Eastern Millwork shall not be liable or responsible for any claims arising out of events that occur on the HCCC campus or facilities, or that relate to accreditation issues or the educational component that occurs at the HCCC campus or facilities, except to the extent that the claim arises out of an apprentice's employment with Eastern Millwork.
 - g. Pay a mutually-agreed upon amount each per year, starting on a date to be mutually determined, while the program is in operation. This amount will be consistent with those outlined in the slides attached hereto as "Exhibit A."
3. Both parties agree:
- a. Each student's enrollment in this program is subject to the sole discretion of Eastern Millwork, consistent with the standards of academic performance, workplace performance, and conduct as agreed on by both parties.
 - b. Students in the program will be at-will employees of Eastern Millwork and may be removed from employment at any time in a manner in conformity with the laws of the State of New Jersey. As determined by Eastern Millwork, students who fail to make satisfactory progress may be removed from employment or remain employed in an alternative capacity that Eastern Millwork decides in its sole capacity. If a student is removed from employment due to the failure to make satisfactory progress, such removal shall be considered removal for cause. To the extent necessary, the parties will cooperate with respect to the State of New Jersey's documentation for any unemployment claims filed by such removed students to the extent permitted by law. A student that is removed from employment with Eastern Millwork, or employed in an alternative capacity with Eastern Millwork, shall also be removed from the program, but may, as set forth in section (c), below, be enrolled in an academic program at HCCC's sole discretion.
 - c. Students released from employment by Eastern Millwork, or those who remain employed in an alternative capacity, retain their enrollment in and credit earned at HCCC and are eligible to enroll in academic programs, subject to the Academic Policies in the HCCC Catalog in force at the time of the student's release.
 - d. HCCC may require an increase in payment annually to reflect increases in program and instructional costs. Notifications regarding increases will be made prior to the beginning of the fiscal year, but any increase must be mutually agreed to by the parties.
 - e. Either party may terminate this agreement with 90 days notice.
 - f. This agreement shall be governed by and construed under the laws of New Jersey, except where federal law pertains. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or

provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement of may be modified as necessary.

Concluded on this ___ day of November 2020.

Signatures:

Christopher Reber
President
Hudson County Community College

Date

Andrew Campbell
President
Eastern Millwork, Inc.

Date



Proposal
Eastern Millwork, Inc.
Apprenticeship Program
November 24, 2020
Exhibit A

Advanced Manufacturing Apprenticeship

- **Goal:** Provide employment opportunities and expand advanced manufacturing business capacity in Hudson County.
- **Objective:** Grow the advanced manufacturing apprenticeship program in Hudson County for high school students and individuals displaced by Covid-19, partnering with advanced manufacturing business sponsors.

Holz Technik 2.0 Program Overview

- Hudson County Community College
 - The Advanced Manufacturing Apprenticeship program will be a 3-year Associate's degree program (*new*).
 - Students will be recruited from high schools in Hudson County.
 - Recruitment will consist of outreach to high school guidance counselors, other school staff and students.
 - High potential students will be selected to participate in an information session and interview process.
 - Students hired as apprentices will be enrolled in HCCC with an advanced manufacturing major.
 - Students will receive academic and student support services.

Holz Technik 2.0 Program Overview (continued)

- Eastern Millwork, Inc. (EMI)
 - EMI will participate in the apprentice recruitment and interview process.
 - Student apprentices will be hired by EMI.
 - Hiring decisions are the responsibility of EMI.
 - Students 'Earn and Learn'. They will work 3 days per week and attend classes 2 days per week (*new*).
 - Student apprentices will receive regular pay increments based on skills mastery.
 - The Holz Technik Academy launched on July 1, 2019 (Summer 2019).

Advanced Manufacturing Degree Program Coursework – Schedule for New Apprentices

Apprentices Suggested Sequence—Associate in Applied Science in Advanced Manufacturing – 3 year accelerated

	Course Code	Course Description	Credits
First Semester			
	CSS 100	College Student Success	1
	ENG 101	College Composition I	3
	MAT 100	College Algebra	3
			7
Second Semester			
	EGS 100	Fundamentals of Engineering Design	3
	CHP 111	College Chemistry I	4
	EGS 101	Engineering Graphics	2
			9
Third Semester			
	*** **	Social Science Elective, or Humanity Elective	3
	ADM 120	Manufacturing Processes	3
	ADM 201	Materials Science	3
	CSC 118	Python Programming	3
			12

Advanced Manufacturing Degree Program Coursework – Schedule for New Apprentices (continued)

Fourth Semester			
	ENG 211	Business Communication	3
	ENG 112	Speech	3
	ADM 230	Manufacturing for Plastics and Rubbers	3
	ADM 231	CNC	3
			12
Fifth Semester			
	ADM ***	ADM Elective	3
	*** ***	Science / Lab Elective (Suggested PHY111 or PHY113)	4
	SCM 101	Supply Chain Management Principles	3
			10
Sixth Semester			
	ENG 103	Technical Report Writing	3
	ADM 240	Computer Integrated Manufacturing (Robotic)	3
	ADM 241	Manufacturing Design	4
			10
		Total	60

ADM Electives:

ADM 232: Welding (4 credits)

ADM 233: Mechatronics (4 credits)

Program Budget

- Yearly cost will include tuition (based on tuition and fee schedule), books and program coordination. Apprentices will enroll in an estimated 80 – 90 credits per year.
- Apprentices will apply for financial aid.
- HCCC will seek grant funds to offset program costs.
- Year 1 (2021) tuition and program coordination costs will be lower since Holz Technik Academy does not plan to add apprentices in 2021. Program coordination cost will not exceed \$4,500 in 2021 and \$9,500 in 2022.

Next Steps

- Obtain HCCC Board of Trustee approval at the November 24th, 2020 meeting.
- Develop Wood Technology option to be approved for the fall 2021 semester.
- Continue to support current apprentices.
- Complete articulation agreements for the advanced manufacturing degree program with 4-year partners.
- Reach out to other architectural woodworking businesses nationwide and local advanced manufacturers and introduce the Holz Technik Academy.
- Initiate recruitment activities for post-pandemic cohort of students.

ARTICULATION AGREEMENT

FOR

EXERCISE SCIENCE PROGRAM

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

AND

NEW JERSEY CITY UNIVERSITY

January 1, 2021

I. Purpose and Goals

- The purpose of this agreement is to outline the terms and conditions of the articulation agreement between the Hudson County Community College (HCCC) Associate in Science (A.S.) degree in Exercise Science and the Bachelor of Science in Exercise Science (E.S.) degree at New Jersey City University (NJCU). Through this agreement, current students and graduates have an opportunity to complete a Bachelor of Science degree seamlessly at two institutions of higher learning. This agreement is specifically designed for students who are graduates of HCCC's Exercise Science program as well as students completing HCCC's A.S. degree who are not participating in or eligible for the dual admissions program. Under this agreement, students will enter into a sequential degree program wherein a Bachelor of Science in Exercise Science degree at New Jersey City University is predicated upon conferral of an Associate in Science degree in Exercise Science at Hudson County Community College (See Section 3 for admission requirements). Students who subsequently complete their A.S. degree program and fulfill all criteria of this Articulation Agreement will enter NJCU as fully matriculated students with junior-year standing.

II. Benefits / Advantages of the Articulation Agreement

- Creation of a four-year plan for completing the Bachelor of Science in Exercise Science (E.S.) degree;
- Ability to earn both associate's and bachelor's degrees while maximizing transferability of credits;
- A guarantee that students who meet the stated criteria will have a reserved place in the Exercise Science program at NJCU, and
- Access to NJCU financial aid counselors to facilitate early financial planning and estimates of financial aid and scholarships.

III. Requirements for Admission to NJCU under the Articulation Agreement

Admission to NJCU is contingent upon a student's:

- Successful completion of HCCC's Exercise Science program;
- Attainment of a grade point average of 2.0 or higher at HCCC;
- Completion of an NJCU undergraduate admissions application;
- Submission of official transcripts from HCCC, all previously attended colleges, or college credit earning institutions, and/or a WES evaluation; and
- Meeting the general admission criteria of NJCU.

IV. Articulation Agreement Process and Procedures

- Upon completion of the HCCC degree in Exercise Science or anytime thereafter, graduates (present and past) can apply to NJCU and will receive a maximum of 60 credits, if accepted.
- Once accepted into NJCU's Exercise Science program, students will schedule an advisement appointment with an NJCU faculty member. Students can complete the 60 credits required for the B.S. in Exercise Science degree as part- or full-time students. NJCU requires completion of 120 credits in order to earn a Bachelor's degree.
- Representatives of NJCU will meet with HCCC students and graduates at HCCC's campuses at least annually, or as needed. The purpose of these meetings is to provide information about NJCU's Exercise Science program, to discuss available services, and to answer students' questions.

V. Time Limit

- HCCC students will follow NJCU's undergraduate Exercise Science curriculum requirements in place at NJCU at the time of initial enrollment in an Exercise Science course at NJCU.

VI. Transferability of Credits

- NJCU will accept a maximum of 60 credits when the student enters the University with an A.S. degree (Exercise Science Curriculum 60 Credits).
- Students entering the Exercise Science program through this articulation agreement may not transfer into another NJCU major without a re-evaluation of their original transcript(s). This evaluation will be completed based on existing policy to all non- Exercise Science programs, A.S. transfer students.
- Students transferring in with an A.A.S. degree will be required to take 6 general studies credits at NJCU as noted in APPENDIX A.
- A maximum of 60 credits may be to NJCU degree requirements.

VII. Bachelor of Science in Exercise Science Curriculum Requirements

- See Attachment A, entitled, " Associate in Exercise Science program."
- See Attachment B, entitled: Bachelor of Science in Exercise Science program - Course Requirements

VIII. Institutional Responsibilities

- HCCC and NJCU will work collaboratively to support and effectively administer this articulation agreement in the best interest of the students.
- HCCC and NJCU will regularly communicate regarding changes in program requirements and any other relevant issues and concerns.
- HCCC and NJCU agree to promote the articulation agreement in appropriate college publications and at recruitment and outreach activities.
- HCCC agrees to distribute information provided by NJCU to its students and alumni regarding the Bachelor of Science in Exercise Science.

IX. Agreement Review

- NJCU and HCCC will notify one another of curricular changes upon institutional approval. The Articulation Agreement shall be reviewed and modified, as needed, every three years by officials at NJCU and HCCC.
- This agreement represents the entire agreement between NJCU and HCCC through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

X. Anticipated Date of Implementation

- The terms of this Agreement become effective January 1, 2021

XI. Approvals

For Hudson Community College

Dr. Eric M. Friedman
Executive Vice President

Date _____

Dr. Dr. Christopher Reber
President

Date

For New Jersey City University

Dr. Tamara Jhashi
Provost

Date

Dr. Sue Henderson
President

Date

**ATTACHMENT A
NEW JERSEY CITY UNIVERSITY
HUDSON COUNTY COMMUNITY COLLEGE**

Hudson County Community College	
A.S. Exercise Science	
Course	Credits
BIO 211 - Anatomy and Physiology II	4
EXS 101 - Introduction to Exercise Science	2
EXS 102 - Resistance Training Methods	3
EXS 103 - Aerobic Training	3
EXS 201 – Biomechanics	3
EXS 202 - Exercise Physiology	3
EXS 203 - Exercise Measurement and Prescription	4
HLTH 103 - Principles of First Aid	3
HLT 124 - Health and Wellness	3
PFT 103 - Health Fitness Management	3
EXS 115 - Sports Nutrition	3
Total _HCCC credits	31

New Jersey City University	
B.S in Exercise Science	
Course	Credits
FES 207 - Introduction to Exercise Science	3
FES 410 - Motor control & learning/w lab	4
FES 205 - Prevention and Treatment of Athletic Injuries	3
FES 4 - Biomechanics of Human Movement	3
FES 314 - Life Span Motor Development	3
FES 315 - Structural Kinesiology	3
FES 325 - Exercise Testing & Prescription	3
FES 422 - Physiology of Exercise	3
FES 344 - Psycho Social Dimension of Sports	3
FES 320 - Sports Nutrition	3
FES 4 - Contemporary Issues in Exercise Science (Capstone)	3
FES 326 - Adapted Physical Education	3
FES 407 - Responding to Emergencies	3

FES - Internship in Exercise Science	3
Total NJCU credits	43
TOTAL CREDITS EARNED FOR BS or BA	

ATTACHMENT B
Exercise Science Program - Course Requirements
(Sample Design for Students Entering in the Fall Semester)

Freshman Year			
Semester 1	Credits	Semester 2	Credits
ENGL 101 English Composition I	4-6	ENGL 102 English Composition II	4-6
MATH 106 Algebra for College Students	3	FES 207 Intro to Exercise Science	3
PSYC 110 Introduction to Psychology	3	MATH 112 Intermediate Algebra	3
INTD 101 Orientation to College	1	Gen Ed. Tier I	3
Gen. Ed. Tier I	3		
TOTAL	14-16		14-16
Sophomore Year			
Semester 3	Credits	Semester 4	Credits
BIOL 236 Principles of Anatomy and Physiology I	4	BIOL 237 Prin. of Anatomy and Physiology II	4
HLTH 203 Cultural Aspects of Health	3	HLTH 301 Health Counseling	3
FES 314 Life Span Motor Development	3	FES 407 Responding to Emergencies	3
Gen Ed. Tier I	3	FES 315 Structural Kinesiology	3
FES Elective	2	Gen Ed. Tier I	3
TOTAL	15		16
Junior Year			
Semester 5	Credits	Semester 6	Credits
FES 326 Adapted Physical Education	3	FES 325 Exercise Testing and Prescription	3
FES 205 Prevention and Treatment of Athletic Injuries	3	FES Elective	2
FES 320 Sports Nutrition	3	FES 410 Motor Control and Learning & lab	4
FES 344 Psycho-Social Aspects of Sport	3	Gen. Ed. Tier II	3
Gen Ed. Tier II	3	Gen. Ed. Tier II	3
TOTAL	15		15
Senior Year			
Semester 7	Credits	Semester 8	Credits
FES XXX Contemporary Issues in Ex. Science	3	FES Internship in Exercise Science	3
FES 422 Exercise Physiology	3	FES Biomechanics & lab	3
Gen Ed. Tier II	3	Gen. Ed. Tier III Capstone	3
Elective	3	FES Elective	3
Gen. Ed. Tier II	3	Elective	3
	3		
TOTAL	15		15

ATTACHMENT C
NEW JERSEY CITY UNIVERSITY
Fitness, Exercise and Sports Department
Exercise Science Program - Course Descriptions

[List all NJCU courses including Catalog Number, Course Title, Credits, and Course Description.]

FES 207 Introduction to Exercise Science (3 Credits)

This course provides an introduction to the field of exercise and sport science with particular focus on the key concepts of the sub-disciplines and the diverse range of professional careers associated with physical activity. Students will be exposed to the key issues and challenges of Exercise Science and sport including the structure of the industry, as well as career opportunities and pathways.

FES 410 Motor Control and Learning (4 Credits)

This course examines the behavioral, physiological, and psychological principles underlying motor control and motor learning. Specific topics include classifications and measurement of motor performance; the role and function of sensory processes, perception, memory, and attention; and the delivery of feedback and structure of practice.

FES 314 Life Span Motor Development (3 Credits)

This course examines how interactions of the developing and maturing individual, the environment, and the task being performed bring about changes in a person's movement.

FES 315 Structural Kinesiology (3 Credits)

This course examines the fundamental anatomical analysis of human movement and sports skills. The course exposes students to the field of athletic training, physical therapy, and other medical specialties, and gives a straightforward view of human anatomy and its relation to movement. This is a required course for the students in the Exercise Science Major, and those completing a Minor in Fitness, Exercise and Sports.

FES 320 Sports Nutrition (3 Credits)

A broad overview of the physiological aspects of nutrition and exercise programs are provided in this course. Proper selection of food for different age groups and genders is discussed. Physiological aspects of exercise and its effect on the cardiovascular system, metabolism, obesity and weight control are reviewed. Selection of type, intensity and frequency of an exercise program for children, women, middle-aged and senior citizens is considered.

FES 325 Exercise Testing and Prescription (3 Credits)

Exercise Testing and Prescription provides instruction in performing appropriate and reliable fitness and functional assessment, followed by guidelines for designing customized exercise programs to improve the fitness level of the general and special population. The course synthesizes research and practice with concepts and theories from exercise physiology, kinesiology, measurement, psychology, and nutrition to clearly convey how assessments of physical fitness inform the design of individualized exercise programs.

FES 326 Adapted Physical Education (3 Credits)

Adapted Physical Education will provide students in the fields of Exercise Science an overview of best practices to adapt physical activity and exercise for individuals with disabilities with a specific focus on children and adults with disabilities and/or chronic conditions.

FES 344 Psychosocial Aspects of Sport (3 Credits)

Explores the psychological determinants and consequences of physical activity, with an emphasis on psychological factors relevant to enhancing sport performance. Students will also analyze key theories in exercise psychology in order to understand exercise's influence on psychological health outcomes.

FES 407 Responding to Emergencies (3 Credits)

Core knowledge and materials that introduce students to a basic understanding of the human body under normal and adverse conditions are reviewed in this course. The nature, cause and first aid care for emergency health procedures are reviewed. American Red Cross Standard First Aid Certification and C.P.R. Certification may be earned.

FES 205 Prevention & Treatment of Athletic Injuries (3 Credits)

This course reviews the practice and theory of athletic training procedures utilized for the immediate and temporary care of trauma, concussions, sprains, abrasions, lacerations and other injuries.

FES 3 Contemporary Issues in Exercise Science (3 Credits)

Students examine contemporary research and new or contentious issues in Exercise Science. Students discuss relevant issues facing society regarding exercise, fitness, athletic performance, kinematic movement, motor development, and biomechanical analysis. The course challenges students to analyze and synthesize current topics and offer solutions to benefit Exercise Science research and related industries.



PROGRAM ANNOUNCEMENT COVER PAGE

Date: November 9, 2020

Institution:	Hudson County Community College
New Program Title:	Culinary Business Innovation
Degree Designation:	Academic Certificate
Programmatic Mission Level For Institution (see Appendix C in AIC Manual)	By State law (N.J. S. A. 18A:64A-1), all community colleges in New Jersey are authorized to offer associate degree programs.
Degree Abbreviation:	BUSIN.CERT
CIP Code and Nomenclature (if possible): <i>If outside the classification indicate Not Applicable.</i>	CIP CODE: 12.0500 Cooking and Related Culinary Arts, General.
Campus(es) where the program will be offered:	<i>Journal Square Campus 25 Journal Square Jersey City, NJ 07306</i>
Date when program will begin (month and year):	January 2021
List the institutions with which articulation agreements will be arranged:	N/A

Is licensure required of program graduates to gain employment? ___ Yes X No

Will the institution seek accreditation for this program? ___ Yes X No

▪ If yes, list the accrediting organization:

N/A

Contents:

- I. Objectives
- II. Evaluation and Learning Outcomes Assessment plan for the program
- III. Relationship of the Program to Institutional Strategic Plan
- IV. Need
- V. Students
- VI. Program Resources
- VII. Degree Requirements
- VIII. Anticipated Cost for the Program



PROGRAM ANNOUNCEMENT
Certificate – Culinary Business Innovation

I. Program Announcement Narrative

OBJECTIVE

The objective of the Academic Certificate in Culinary Business Innovation is to prepare new and experienced culinary professionals for current and forthcoming business challenges across a wide range of culinary businesses.

The Academic Certificate in Culinary Business Innovation fulfills the strategic goals of the College as it prepares graduates with the skills necessary to find meaningful employment. The management, leadership, culinary, and entrepreneurial skills acquired through this certificate's curriculum will enable graduates to not only thrive in the ever-changing food service industry, but will provide graduates with opportunities for career and economic growth.

Graduates will be able to create opportunities within their current employment structures or will be able to venture into new entrepreneurial paths within the food-related industries. Successful completion of this certificate will increase students' social mobility and quality of life.

This certificate program is closely aligned with the curricular requirements of the AAS Hospitality Management – Entrepreneurship Option. It does not exceed the programmatic mission of Hudson County Community College.

Catalog Program Description:

The Academic Certificate in Culinary Business Innovation provides career-oriented curriculum designed to develop skills beyond a proficiency level. This Certificate is designed for individuals currently preparing foods for sale from a residence or commercial kitchen. It is also for those who may have been recently employed in the food service industry. This two-semester Certificate will increase students' access to employment opportunities. Students will learn how to advance an employer's business or create their own entrepreneurial venture within the industry. Students will also learn how to respond to a changing industry climate. Upon successful completion, students will be professionally certified with Servsafe Food Manager Certification to further enhance their employment opportunities.

II. EVALUATION AND LEARNING OUTCOMES ASSESSMENT PLAN FOR THE PROGRAM

College Mission

The HCCC mission is to provide high quality educational opportunities that promote student success and are accessible, comprehensive, and learning-centered.

Program Mission

The mission of the Certificate is to educate students in basic concepts, knowledge, techniques, and skills necessary for staying relevant in the ever-changing food service industry, while also rebuilding their careers.

Program Goals

1. Prepare graduates with basic leadership skills related to navigating a changing industry climate.
2. Prepare graduates for evolving entrepreneurial opportunities in the food service industry.

PROGRAM LEARNING OUTCOMES (PLO):

Certificate-Culinary Business Innovation

Upon successful completion of this degree program, students will be able to:

1. Demonstrate effective marketing and management skills to navigate the post-pandemic culinary industry.
2. Develop entrepreneurial abilities to capitalize on increased health and safety related precautions brought on by the pandemic.
3. Formulate strategies for proper fiscal administration and management of a small food service business.

Program Goal	Key Performance Indicator	Target	Assessment Method & Timeline
1. Prepare graduates with basic leadership skills related to navigating the enduring food service industry.	* Student satisfaction survey results. *Retention/Completion Rates	85%	Per Semester/ Annual *Exit survey *Program satisfaction survey
2. Prepare graduates for evolving entrepreneurial opportunities in the food service industry.	*Capstone Project/Business Plan	85%	Per Semester
3. Formulate strategies for proper fiscal administration and management of a small food service business.	*Capstone Project/Business Plan	85%	Per Semester

List of Major Requirements & Electives

	MAT 103 Or ACC 121	CAI 115 Or HMT 204 Or HMT 116	HMT 104	HMT 111	CAI 223	HMT 202	ENG 102 or ENG 103 or ENG 115 or ENG 211	HMT 210	ENG 101	ENG 112
Program Goal 1	✓		✓	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓	✓	✓
Program Goal 2		✓	✓✓	✓✓✓	✓✓	✓✓✓	✓	✓✓✓	✓	✓✓
Program Goal 3	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓✓	✓✓	✓	✓	✓

Note: ✓ = extent to which course helps students achieve program goals:

✓ (=1, minimal) ✓✓ (=2, moderate) ✓✓✓ (=3, significant)

III. RELATIONSHIP OF THE PROGRAM TO THE INSTITUTIONAL STRATEGIC PLAN

The Academic Certificate in Culinary Business Innovation helps HCCC to execute its strategic plan in the following ways:

Strategic Goal One: Academic Excellence - Ensure high-quality learning experiences and academic support

Goal 1.2 Establish a Business, Culinary Arts, & Hospitality Management Blue Ribbon Commission to:

- 1) Oversee a comprehensive review of current offerings, services, and enrollments.
- 2) Develop a long-term plan that could include the formation of a baccalaureate level program.
- 3) Respond to the changing needs of the industry.
- 4) Assure optimal utilization of the significant capital and staffing investment the College has made in the division.

Outcome:

The new Certificate in Culinary Business Innovation will conform to the 30-credit mandate for Certificates in the State of New Jersey. This Certificate will offer students the opportunity to further develop their leadership, financial management, and entrepreneurial skills within the food service industry.

Strategic Goal Two: Student-Centered Services - Enhance student-centered services and processes

Goal 2.1 Fully implement the Student Success Plan, promoting improvement of outcomes for students across all groups, and addressing attainment gaps.

Goal 2.7 Create clear degree plans and pathways to completion for each academic program.

Goal 2.8 Implement policies that foster student persistence and completion.

Outcome:

The Certificate in Culinary Business Innovation nests into the AAS Hospitality Management – Entrepreneurship Option. Faculty will advise students that are assigned to them, in addition to the ongoing, informal advisement that faculty already perform in their daily classes.

Strategic Goal Three: Performance Based Culture - Advance a performance-based culture built on data-informed decisions and continuous improvement

Goal 3.2 Fully implement College-wide assessment of student learning outcomes.

Goal 3.4 Ensure standards of assessment and accountability are in place that meet the needs of internal and external stakeholders.

Outcome:

A program level assessment plan is in place and will continue to be used to assess courses and student learning outcomes annually.

Assessment results will be discussed at the division level and the Business, Culinary and Hospitality (BCH) Advisory Board. Results will also be disseminated to the college via the assessment office of the College.

Strategic Goal Four: Employee Development - Hire and retain an excellent workforce and ensure the College is a model employer

Goal 4.3 Enhance professional development opportunities for all employees, fostering currency in knowledge and commitment to the mission of the college.

Outcome:

The division will continue to offer program-specific professional development opportunities in the evolving food service and related industries as well as other community college-relevant conferences and learning opportunities.

<p>Strategic Goal Six: Community Partnership - Optimize community partnerships and outreach</p>
--

<p>Goal 6.3 Implement a comprehensive system for analyzing workforce trends to ensure College services and programs are meeting the needs of the local community.</p>

<p>Goal 6.4 Increase student recruitment efforts, emphasizing traditionally underserved students as well as non-traditional populations who can benefit from an HCCC education in this field.</p>

<p>Goal 6.7 Enhance alumni relation efforts.</p>
--

<p>Outcome:</p>

<p>Division-wide enrollment in the certificate program will continue to increase as this option will be favorable for both employed and unemployed culinary professionals. The coursework is meant to be succinct and attractive for those professionals.</p>

IV.NEED

Justification

HCCC's mission is to provide high quality educational opportunities that promote student success and are accessible, comprehensive, and learning centered.

The Certificate in Culinary Business Innovation supports the College's mission by providing students with educational opportunities that will prepare them for employment in a wide variety of areas within the food service industry.

The Certificate in Culinary Business Innovation provides students with an opportunity to advance their careers in the food service industry. Students learn the fundamentals of marketing, management, accounting, and food preparation, which will either enhance their employer's profitability and marketability or will help the student bring their entrepreneurial aspirations to fruition.

This Certificate is intended for first time entrepreneurs who are currently working on selling their creations to the general public. It is also intended for the student who is exclusively interested in being prepared for the long-term changes brought on by the pandemic or other external factors. This may include people working for large companies and others who have always yearned for the application of their concepts or creations for public consumption.

The Bureau of Labor Statistics shows employment of chefs and head cooks is projected to grow 10 percent from 2016 to 2026, faster than the average for all occupations. Food Service Managers positions are projected to grow nine percent from 2016 to 2026 with an addition of 27,600 jobs. Statistics reflect that those with several years of work experience in food service and a degree in hospitality, restaurant, or food service management will have the best job opportunities.

As the number of culinary arts and hospitality jobs increase throughout the state so does the number of Career and Technical Education programs available in high schools throughout the state. High schools have found it increasingly difficult to find instructors with post-secondary degrees to teach in these CTE programs. This program could provide an alternate route program for those who already have earned a Bachelor's Degree or for current industry professionals who wish to attain the requisite skills to teach in such programs.

This certificate is a 30-credit two-semester injection of basic and foundational attributes needed to succeed in our new food service industry, which can be carried over to the AAS Hospitality Management-Entrepreneurship Option. Students enrolled in this Certificate program are eligible to receive financial aid.

Similar Programs:

Similar programs are not available in the New York City geographical area.

V. STUDENTS

It is expected that approximately 10 students will enroll in the Culinary Business Innovation Certificate Program beginning in spring 2021. A consistent enrollment of twenty students per year is anticipated.

VI. PROGRAM RESOURCES

The resources necessary for a Certificate in Culinary Business Innovation are already in place at the college. No new courses need to be prepared for this Certificate. No additional full-time faculty are needed for the program. No new adjunct faculty will be needed. All culinary arts classes will be held in the Culinary Arts Institute. Each lab has a classroom situated next to the lab for lecture purposes. The other courses may generally be taken online or remotely.

VII. DEGREE REQUIREMENTS

Curriculum Design

All Courses required for the Certificate in Culinary Business Innovation are currently active.

General Education			Major Requirements	
Category	Course	Credits	Course	Credits
General Education (6 Credits minimum)	ENG-101 College Composition I	3	MAT-103 Business Math or ACC-121 Principles of Accounting I	3
	ENG-102 – College Composition II (BUS or CULvar., strongly recommended) or ENG-103 Technical Report Writing or ENG-115 Writing for Emerging Media or ENG-211 Business Communications	3	CAI-115 Food Sanitation and Culinary Principles or HMT-204 – Fundamentals of Wine and Food or HMT-116 – Restaurant Operations Management I	3
Mapping to AAS Hospitality Management – Entrepreneurship Option			HMT-104 Culinary for Hospitality	3
			HMT-111 Introduction to Entrepreneurship	3
			CAI-223 Food, Beverage, Labor Cost Control	3
			HMT-202 Innovation, Creativity & Marketing	3
			HMT-210 Hospitality & Travel Law	3
			ENG-112 Speech	3
				24
Total		6	Total Number of Credits Required for Certificate:	30

Course Sequence:

Certificate – Culinary Business Innovation		
Semester One		
MAT 103 or ACC 121	Business Math Or Principles of Accounting I	3
CAI 115 Or HMT 204 Or HMT 116	Food Sanitation and Culinary Principles Or Fundamentals of Wine & Food Or Restaurant Operations Management I	3
HMT 104	Culinary for Hospitality	3
HMT 111	Introduction to Entrepreneurship	3
ENG 101	College Composition I	3
	Total Semester Credits	15
Semester Two		
HMT 202	Innovation, Creativity, & Marketing	3
ENG 102 or ENG 103 or ENG 115 or ENG 211	College Composition II (Bus. or Cul. variation) or Technical Report Writing or Writing for Emerging Media or Business Communications	3
HMT 210	Hospitality Law	3
CAI 223	Food, Beverage, Labor Cost Control	3
ENG 112	Speech	3
	Total Semester Credits	15
	Total Certificate Credits	30

New Courses Requiring Development: None

Required Courses:**MAT 103 – Business Math**

Fundamental principles of mathematics are applied to business situations. Topics which will be covered include Bank Reconciliation, proportions, statistical measurement, trade and cash discounts. In addition, the mathematics of buying, pricing and selling, computation of payroll, interest and consumer credit are discussed. Financial transactions involving compound interest, future value, present value annuities and mortgages will be explained.

ACC 121 – Principles of Accounting I

Previous accounting knowledge is not required. The course covers the entire accounting cycle from analysis of transactions, journalizing, posting, worksheets, preparation of financial statements, closing entries, post-closing trial balance and reversing entries. Also introduced are the accounting principles as applied in the United States (GAAP). Emphasis is placed on practical applications of accounting procedures as well as conceptual comprehension of accounting principles used in both service- and product-related businesses.

CAI 115 – Food Sanitation & Culinary Principles

This course introduces students to the principles of conduct and employment in the food service industry, coupled with sanitation concepts in the operation of a food service establishment. Professionalism, ethics, conduct, and employment opportunities during and after completion of a degree are discussed. Personal hygiene, fire safety regulations, including state and federal laws pertaining to the handling of food products are studied. This course prepares students for a nationally recognized Servsafe certification exam provided by the National Restaurant Association Educational Foundation (NRAEF)

HMT 204 – Fundamentals of Wine & Food

This course will cover the basic knowledge of wine and food pairing. The student will review the categories of wine and how they may be used to make food combinations on menus and wine lists. This course will incorporate etiquette and protocol in business and social settings to include domestic and international common courtesies, greetings, and introductions, communications, and dining etiquette.

HMT 116 – Restaurant Operations Management I

The student will gain knowledge of the overall operation and management of a restaurant, including employee training and the organizational structure of the service staff. Emphasis will be placed on strategies of servicing food, wines, and beverages. The course will include management's perspective on meeting customer expectations and the importance of the interaction with guests. The course will also cover a financial overview of the industry, the major factors affecting the growth of the business, food merchandising, promotion, and sales. Students will learn the crucial elements involved in the successful operation of a restaurant.

HMT 104 – Culinary for Hospitality

This course is designed for Hospitality Management students with emphasis on equipment, tools and cooking methods used in the Culinary Arts. The student will develop an understanding of the “back of the house” operations and basic customer service from a management perspective.

HMT 111 – Introduction to Entrepreneurship

This course is designed to provide an in-depth comprehensive foundation in entrepreneurship. The course will provide students with an in depth understanding of the ongoing challenges for entrepreneurs in key functional areas such as marketing, finance and operations. Learning media such as case studies and business plan templates will be used to examine the opportunities that exist in new venture planning. Individual and organizational level issues will be addressed. Additionally, the course covers the legal and ethical implications that exist for entrepreneurial planning.

HMT 202 – Innovation, Creativity, & Marketing

This course focuses on factors that contribute to creativity and innovation within organizations. The course includes experiential methods, case studies, workshops, team projects, guest speakers, and readings. Students are encouraged to try new approaches to creative problem solving in many different environments. Each class will focus on different variables related to creativity, such as team dynamics, creativity under pressure, or managing creative individuals.

HMT 210 – Hospitality & Travel Law

This course is designed to enable the students to identify and understand the principles of laws and their relevance to the hospitality industry. Students will obtain the legal knowledge needed to enhance the guest experience and to prevent hazards that could potentially lead to lawsuits.

CAI 223 – Food, Beverage, Labor Cost Control

This course is designed to familiarize the student with the methods, tools, and procedures used to control food, beverage, and labor costs in a food service organization. Emphasis is placed on each step in the flow of costs: purchasing, receiving, storage, issuing, preparation, portioning, service and accounting for sales. Labor costs and their relation to an operation are discussed. Active problem solving and practical applications will be used in class. Basic computer applications of cost control systems will be introduced. Applied problems in the hospitality industry will also be included

ENG 101 - College Composition I

College Composition I helps students strengthen their college level writing skills. Students deepen their critical thinking and hone their writing process and judgement as they compose for a variety of purposes and audiences. Throughout the semester, students revise and edit their writing to produce well-developed, grammatically clear, and coherent academic prose. While Composition I does not require a research paper, students begin to select, integrate, and synthesize outside sources into their compositions.

ENG 102 - College Composition II

This course is a continuation of College Composition I. It provides instruction in writing essays, with a special focus on argumentation and research. Required readings survey a range of current social and political issues. The course culminates in a research paper based on library research.

ENG-103 - Technical Report Writing

This is a writing course that prepares students for the many technical writing tasks they will encounter in the workplace. It provides thorough coverage of the basic skills and common techniques of technical writing. Students will use a wide range of examples and model documents to help them develop the skills necessary to produce clear and effective reports.

ENG 112 – Speech

This course teaches the oral communication skills students need in order to accomplish their college and career goals. All students address the class in talks designed to inform, persuade, and instruct. They also explore interviewing strategies; giving and using feedback; group discussion rules and roles, and the impact of culture, gender, and politics on communication. Students submit weekly logs chronicling their responses to readings and films as well as their own selected speaking/listening experience.

ENG 115 – Writing for Emerging Media

Writing for Emerging Media introduces students to the theories and practices behind interactive new media writing including the history of and ethics involved in writing for online media. Students analyze new media and write their own online projects such as blogs, websites and wikis.

ENG 211 – Business Communications

This course offers instruction in the techniques of effective business communication. Students practice formats and rhetorical strategies required in the business environment, including common types of letters, memoranda, and reports. Organization, tone, and diction are stressed, as are grammar, punctuation, and spelling.

VIII. Anticipated Cost of the ProgramAnticipated Cost for the Program

A. Initial One-time Cost for Starting the Program

Facilities & Equipment Setup	\$ 0
Consultation Fee	\$ 0
Expected cost for course development	\$ 0
Other	\$ 0
TOTAL Initial One-time cost	\$ 0

B. On-Going Annual Operational Cost for the Program

Instruction

Faculty Salaries FT	\$ 0
Adjunct	\$ 0
TOTAL Instruction	\$ 0

Instructional Support Personnel

Program Coordinator	\$ 0
Contractual Services	\$ 0
Professional Membership & Accreditation fees	\$ 0
Consultants	\$ 0
Travel	\$ 0
Licensure agreements	\$ 0
TOTAL	\$ 0

Proposed Academic Calendar 2021-22 Highlights:

- *Fall 2021 Regular Term at HCCC will start before Labor Day on Wednesday, September 1.*
- *Fall 2021 College Service Day and All College Faculty Orientation are scheduled for Wednesday, August 25 and Thursday, August 26, respectively.*
- *Convocation 2021 is scheduled for Wednesday, September 29, when there will be no day classes and only classes starting at 6 p.m. or later will be in session. Day classes on the Wednesday before Thanksgiving will be in session, and there will be no classes beginning at or after 6 p.m. on that day.*
- *Fall 2021 Regular Term is scheduled to end on Monday, December 20.*
- *Winter Intersession 2022 classes start on Tuesday, January 4, and end on Wednesday, January 19.*
- *Spring 2022 College Service Day and All College Faculty Orientation are scheduled for Tuesday, January 18 and Wednesday, January 19, respectively.*
- *Spring 2022 Regular Term classes at HCCC will start on Friday, January 21. Spring Recess is scheduled for March 28 – April 3. Easter Break cannot be combined with Spring Break. Easter Break is scheduled for April 15 – April 17. Classes are not in session during Spring Break and Easter Break.*
- *Spring 2022 Regular Term is scheduled to end on Monday, May 16.*
- *For Summer 2022, Summer Session I and Summer Session II are scheduled for May 23 through June 29, and July 13 through August 18, respectively. Summer Online A and Summer Online B are scheduled for May 23 through July 5, and July 8 through August 18, respectively.*

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ FALL 2021

Semester Start-Up Events

Wed.	Aug.	25	College Service Day
Thurs.		26	All College Faculty Orientation – 6 p.m.
Wed.	Sept.	29	Convocation

15-Week Terms: Regular, Online Regular/Hybrid, Early College, & Culinary Evening: September 1 – December 20

Wed.	Sept.	1	Classes begin for Regular, Online Regular/Hybrid, & Culinary Evening Sessions			
Sat.	Sept.	4	<i>Labor Day Weekend – College closed</i>			
Mon.	Sept.	6				
Tues.	Sept.	14	Classes begin for Early College sessions (“HP”)	Last day to add*: 9/27	Last day to drop**: 9/27	
Wed.	Sept.	8	Last day to add* ONR/Hybrid classes			
Wed.		15	Last day to drop** ONR/Hybrid classes			
Wed.	Sept.	1	Add*/Drop** Period for 15-Week Regular & Culinary Evening Terms			
Wed.		15				
Wed.	Sept.	29	Convocation – no day classes			
Thurs.	Oct.	1	Last day to file Degree Audit Application for December 2021 Graduation			
Mon.	Oct.	11	Columbus Day – Classes in session	<i>*Registration should always occur prior to the first day of class. If a class has already met, registration may be permitted before the class meets for a second time.</i>		
Thurs.	Oct.	21	Midterm Exams/Advisement Period			
Wed.		27				
Tues.	Nov.	2	Election Day – Classes in session			
Wed.	Nov.	3	Last day to submit Midterm Advisory Grades			
Thurs.	Nov.	11	Veterans’ Day – Classes in session	<i>**For a complete list of refund dates, please consult the Summer/Fall 2021 Student Refund Calendar.</i>		
Wed.	Nov.	17	Last day to complete official withdrawal			
Wed.	Nov.	24	Day classes in session; no evening classes			
Thurs.	Nov.	25	<i>Thanksgiving Recess – College closed</i>			
Sun.	Nov.	28				
Tues.	Dec.	14	Last classes and/or final exams			
Mon.		20				
Thurs.	Dec.	23	Last day to submit final grades			

Important Dates for Special Sessions

Culinary (Day) Cycles:

Sept. 1 – Oct. 5	Culinary Cycle I	Last day to add*: 9/8	Last day to drop**: 9/13	Last day to withdraw: 9/20
Oct. 6 - Nov. 9	Culinary Cycle II	Last day to add*: 10/13	Last day to drop**: 10/18	Last day to withdraw: 10/25
Nov. 10 – Dec. 20	Culinary Cycle III	Last day to add*: 11/17	Last day to drop**: 11/22	Last day to withdraw: 11/29

7-Week Online Sessions: Online A & Online B

Sept. 1 - Oct. 20	Online Session A	Last day to add*: 9/2	Last day to drop**: 9/8	Last day to withdraw: 10/11
Oct. 27 – Dec. 20	Online Session B	Last day to add*: 10/28	Last day to drop**: 11/3	Last day to withdraw: 12/6

10-Week College Student Success Courses & 12-Week “Quick Term” & Off-Site Sections

Sept. 1 – Nov. 15	College Student Success Courses (10-week)	Last day to add*/drop**: 9/15	Last day to withdraw: 10/25
Sept. 22 – Dec. 5		Last day to add*/drop**: 9/28	Last day to withdraw: 11/15
Sept. 22 - Dec. 20	“Q” and Off-Site Sections (12-week)	Last day to add*/drop**: 9/28	Last day to withdraw: 11/17

Note: The College reserves the right to modify the calendar. Academic Affairs • ACP Approved 11-5-2020

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ WINTER/SPRING 2022**Winter Intersession**

Jan. 4 – Jan. 19 **Winter Intersession** **Last day to add: 1/4/2022** **Last day to drop: 1/5/2022**

Semester Start-Up Events

Tues. Jan. 18 College Service Day
Wed. 19 All College Faculty Orientation – 6 p.m.

15-Week Terms: Regular, Online Regular/Hybrid, Early College, & Culinary Evening: January 21 – May 16

December 1, 2021 *Deadline to Apply for May Graduation*

Mon. Jan. 17 *Martin Luther King, Jr. Day – College closed*

Fri. Jan. 21 **Classes begin** for Regular, Online Regular/Hybrid, Early College, & Culinary Evening Sessions

Fri. Jan. 28 Last day to add* ONR/Hybrid classes
Thurs. Feb. 3 Last day to drop** ONR/Hybrid classes

Fri. Jan. 21 Add*/Drop** Period for 15-Week Regular,
Thurs. Feb. 3 Early College, & Culinary Evening Terms

Fri. Feb. 18 Classes in session - Administrative Offices Closed

Mon. Feb. 21 *Presidents' Day – No classes - College closed*

Fri. Mar. 11 Midterm Exams/Advisement Period
Thurs. 17

Thurs. Mar. 24 Last day to submit Midterm Advisory Grades

Mon. Mar. 28 **Spring Break – No classes**
Sun. Apr. 3

Fri. Apr. 8 Last day to complete official withdrawal

Fri. Apr. 15 **Easter Break – No classes**
Sun. 17

Tues. May 10 Last classes and/or final exams
Mon. 16

Thurs. May 19 Last day to submit final grades

**Registration should always occur prior to the first day of class. If a class has already met, registration may be permitted before the class meets for a second time.*

***For a complete list of refund dates, please consult the Winter/Spring 2022 Student Refund Calendar.*

Important Dates for Special Sessions**Culinary (Day) Cycles:**

Jan. 21 – Feb. 25 **Culinary Cycle I** Last day to add: 1/28 Last day to drop: 2/4 Last day to withdraw: 2/11

Feb. 28 – Apr. 7 **Culinary Cycle II** Last day to add: 3/4 Last day to drop: 3/11 Last day to withdraw: 3/18

Apr. 11 – May 16 **Culinary Cycle III** Last day to add: 4/18 Last day to drop: 4/22 Last day to withdraw: 4/29

7-Week Online Sessions: Online A & Online B

Jan. 21 – Mar. 11 **Online Session A** Last day to add: 1/24 Last day to drop: 1/28 Last day to withdraw: 3/2

Mar. 18 – May 16 **Online Session B** Last day to add: 3/21 Last day to drop: 3/25 Last day to withdraw: 4/27

10-Week & 12-Week Terms: “Q” Sections, Off-Site Sections, & College Student Success Courses

Jan. 21 – Apr. 11 **College Student Success (10-week)** Last day to add*/drop**: 2/3 Last day to withdraw: 3/18

Feb. 11 – May 2 Last day to add*/drop**: 2/17 Last day to withdraw: 4/7

Feb. 11 – May 16 **“Q” Sections & Off-Site (12-week)** Last day to add*/drop**: 2/17 Last day to withdraw: 4/8

Note: The College reserves the right to modify the calendar. Academic Affairs • ACP Approved 11-5-2020

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ SUMMER 2022**Summer I: Monday, May 23– Wednesday, June 29, 2022**

Monday	May	23	Classes begin, Summer I	<i>*Registration should always occur prior to the first day of class. If a class has already met, registration may be permitted before the class meets for a second time.</i>
Monday,	May	30	Memorial Day – College Closed	
Wednesday	May	25	Last day to add*/drop** classes for Summer I	
Wednesday	June	15	Last day to complete official withdrawal for Summer I	
Tuesday	June	28	Final Exams for Summer I	Last day to submit grades: July 2, 2022
Wednesday	June	29		
Monday	July	4	Independence Day – College Closed	<i>**For a complete list of refund dates, please consult the Summer/Fall 2022 Student Refund Calendar.</i>

Online Session A: May 23 – July 5, 2022

Monday	May	23	Classes begin, Online A	
Tuesday	May	24	Last day to add* classes for Online A	
Tuesday	May	31	Last day to drop** classes for Online A	
Wednesday	June	15	Last day to withdraw from Online A	
Tuesday	July	5	Final Exams for Online A	Last day to submit grades: July 8, 2022

Summer II: Wednesday, July 13 – Thursday, August 18, 2022

Wednesday	July	13	Classes begin, Summer II	<i>*Registration should always occur prior to the first day of class. If a class has already met, registration may be permitted before the class meets for a second time.</i>
Monday	July	18	Last day to add*/drop** classes for Summer II	
Thursday	August	4	Last day to complete official withdrawal for Summer II	
Wednesday	August	17	Final Exams for Summer II	Last day to submit grades: August 21, 2022
Thursday	August	18		
				<i>**For a complete list of refund dates, please consult the Summer/Fall 2022 Student Refund Calendar.</i>

Online Session B: July 8 – August 18, 2022

Friday	July	8	Classes begin, Online B	
Monday	July	11	Last day to add* classes for Online B	
Monday	July	18	Last day to drop** classes for Online B	
Monday	August	1	Last day to withdraw from Online B	
Thursday	August	18	Final Exams for Online B	Last day to submit grades: August 21, 2022

Special Sessions:

Transitional Programs (Enrichment, Bridge, Boot Camps)	June 2 – August 26, 2022 (<i>Tentative</i>)
EOF Summer Program for New Students	July 11 – August 11, 2022 (<i>Tentative</i>)

Note: The College reserves the right to modify the calendar.

Academic Affairs • ACP Approved 11-5-2020

AFFILIATION AGREEMENT

This Agreement is made on **December 1st, 2020**, by and between Hudson County Community College (the “**College**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Hudson Regional Hospital (the “**Hospital**”), located at 55 Meadowlands Parkway, Secaucus, New Jersey 07094.

WITNESSETH:

WHEREAS, the College has developed and established an approved Registered Nursing Program and desires to develop a clinical affiliation with the Hospital for purposes of providing clinical experience to students (the “**Students**”); and

WHEREAS, the Hospital operates acute care medical facilities in Hudson County and is willing to enter into this Agreement with the College in order to provide the Students an opportunity to obtain clinical experience at one or more of its facilities.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on **December 1st, 2020** and terminate on **November 30th, 2022** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

A. The College shall assume full responsibility for Student education, including planning and executing the clinical education programs.

B. The College shall provide qualified faculty (“**Faculty**” or “**Faculty Member**”), proficient in the applicable clinical area of study, who shall assume responsibility for the overall administration of the program, including the establishment of curricula. A Faculty Member shall be available at all times, by phone or electronic means, when Students are assigned for clinical experience. The Faculty and Program Director, appointed by the Hospital, will develop mutually agreeable protocols each semester regarding Faculty availability. The student-faculty ratio shall not be more than ten (10) Students to one (1) Faculty Member. Further; when a Student is a nursing student, the College shall provide on-site Faculty to supervise and instruct such nursing Student at the Hospital; and the College shall ensure that a preceptor is assigned to all other Students not providing direct patient care.

C. The College shall designate one or more Clinical Coordinators (the “**Clinical Coordinators**” or “**Coordinators**”) who shall confer annually with the Hospital’s designated liaison (the “**Designated Liaison**”) and other personnel involved in the clinical program to discuss, plan and evaluate the clinical program, with input from Students. The Coordinators shall also be responsible for assuring that Faculty Members comply with the rules and regulations of the Hospital, including, without limitation, the Hospital’s Corporate Compliance Program, to the extent applicable, and the Hospital’s Code of Ethics, and have received orientation to the Hospital and to their responsibilities pursuant to this Agreement.

Further, the College hereby agrees to inform the College's students of the additional terms of the Hospital's Corporate Compliance Plan.

D. The College shall assign qualified Students who are concurrently enrolled in the didactic portion of their program to the Hospital for clinical experience. Notwithstanding the foregoing, the Hospital retains the sole discretion to limit the number of Students accepted based on the health and safety of the patients served by the Hospital.

E. The College shall furnish to the Hospital, at least two (2) weeks prior to the commencement of each semester: a proposed list of assignments of Students, including assignment date and times; the number, names and educational levels of Students and a list of the Faculty Members including their names, office and home phone numbers, and their degree qualifications; the clinical areas of assignment requested; course syllabi and objectives to be met. Such lists shall be subject to the Hospital's review and approval prior to the commencement of each semester.

F. All Faculty that will be on-site at the Hospital and Students must complete all orientation and training requirements as determined by the Hospital and made available online prior to the first clinical day. The College, in cooperation with the Hospital, shall orient all Students and Faculty Members to their responsibilities under this Agreement and to the rules and regulations of the Hospital. The College shall endeavor to ensure that all Students and Faculty Members comply at all times with such rules and regulations. Any Student or Faculty Member failing to comply with such rules and regulations or to otherwise meet the requirements set forth above, shall be reported by the Designated Liaison to the Clinical Coordinator. Such problem shall be evaluated jointly in conference by representatives of the College and the Hospital. Should a problem arise which, in the reasonable opinion of the Hospital, may adversely affect the safety and/or welfare of its patients, the Hospital may in its sole discretion, remove the Student or Faculty Member in question from the clinical area. Such removal shall, where practicable, be discussed in advance with the Faculty Member or Coordinator. The Student or Faculty Member may not return to the Hospital until the problem is resolved to the satisfaction of the Hospital. The Clinical Coordinator shall be responsible for resolving all such issues through communication with the Designated Liaison who, in turn, will communicate with hospital personnel and administration.

G. The College acknowledges that the condition of the patient and patient medical records contain privileged and confidential information about the patient. The College agrees that its Faculty and Students shall keep patient medical records and all information contained therein strictly confidential, and shall not disclose any such information to anyone without the Hospital obtaining prior written consent from the patient or the patient's legal guardian, health care representative or other surrogate decision maker. The College shall advise all Students and Faculty that the condition of patients and all medical records are confidential and must be treated as such. The Clinical Coordinators shall specifically advise all Students and Faculty that breaches of confidentiality shall be sufficient cause to have that person removed from participation in the clinical program, in accordance with **Section VIII** hereof.

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of those objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c)

specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

I. Prior to permitting any Faculty Member (when on-site at the Hospital) or Student to begin participating in the clinical program at the Hospital, the College shall provide to the Hospital appropriate evidence regarding health screening of each Student and Faculty Member. The College shall notify the Hospital immediately in the event that the College determines that a Student or Faculty Member is no longer in good health, so as to preclude participating in the clinical program at the Hospital, and shall remove the Student or Faculty Member from the Hospital. The Hospital shall not be liable to the College, any Student or Faculty Member for any injury suffered by a Student or Faculty member arising out of, from, in connection with, or as a result of incomplete, inaccurate, false or non-disclosed information required by this section, and the College agrees to indemnify the Hospital and hold the Hospital harmless for any such injury in accordance with **Section XI** hereof.

J. Each Student submits to a background check as part of the admission requirement at College.

K. Each student submits to a drug test screening as part of the admission requirement at College

L. The College shall assume any obligations that may be imposed by the State's Workers' Compensation law in connection with injuries or disabilities sustained by reason of accident or occupational disease arising out of, or in the course of, Faculty Member's participation in the clinical program.

M. The College shall require that each Student, while in the clinical areas of the Hospital, wears the uniform required by the College unless a different particular dress is required in the clinical unit where the Student is assigned. College shall also require that all Faculty Members adhere to appropriate dress code regulations of Hospital.

N. The College shall be responsible for ensuring that each Student assigned to the clinical program has the personal equipment necessary to satisfactorily participate in the clinical program.

O. The College shall maintain accurate and complete records and reports on each Student's clinical education experience at the Hospital.

P. Faculty Member shall arrange to meet with Program Directors prior to the start of semester rotations to review the clinical guidelines, tour the unit, and to establish mutually agreeable protocols for communications between Students, Faculty Members and Hospital staff.

Q. The College shall be responsible for the cost of repairing or replacing any of the Hospital's property, which is broken or damaged solely by the acts of any Student or Faculty Member.

III. Responsibilities of the Hospital

A. Ultimate responsibility for the care and safety of the patient will remain with the Hospital.

B. When a Student is a Resident, the Hospital shall provide clinical instruction and supervision of the Resident Student by qualified personnel who meet the standards of recognized professional accrediting agencies or New Jersey State agencies and the stated objectives of the College. The Hospital shall designate in writing to the College the name, professional and academic credentials of staff members participating in the clinical education program.

C. The Hospital shall appoint a Program Director who shall assign a Designated Liaison who shall be responsible for the coordination and implementation of the clinical program with the College's Clinical Coordinator.

D. To the extent practicable, the Hospital shall make its clinical facilities available to the College, in order to assist the College in operating its clinical educational program for its Students, giving due consideration to the Hospital's responsibilities to deliver quality patient care and to provide clinical experience to students of other educational programs.

E. The Hospital shall make available an online orientation session for the Faculty Members involved in the clinical program. This orientation will include rules, regulations and policies of the Hospital and information required by the Occupational Safety and Health Administration ("OSHA"), U.S. Department of Labor and State of New Jersey regulations including fire safety, infection prevention and Hazards in the Workplace.

F. The Hospital shall provide emergency treatment in its Emergency Department to Students and/or Faculty Members who become ill or injured (including needle-sticks, blood or body fluid exposure) during the clinical experience. The Students or Faculty Members so treated shall be responsible for the Emergency Department charges, and for any follow-up care or treatments, which are required beyond such emergency care and the charges for same.

G. To the extent practicable, the Hospital shall permit Students and Faculty Members to use the Hospital's library, cafeteria, coffee shop, locker room and other facilities and the visitors' parking lot at the Students' own expense. The Hospital shall not be responsible for Student's or College Faculty member's lost or stolen property, including vehicles.

H. The Hospital shall advise the College as soon as practicable and consistent with Hospital policies and regulations, if Students or Faculty Members are exposed to any contagious diseases while participating in the clinical program that were unknown at the time care was rendered by Students or Faculty.

IV. Patient Care

A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the Students. The Hospital shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary.

B. The patient care records and notes as recorded by Students and identified by the Student's signature and the College will become part of the patient's hospital record. These entries shall be reviewed and countersigned by a Faculty Member, as applicable, or as otherwise required by the Hospital.

C. The Students and/or Faculty Members shall not publish any material relative to the clinical experience without first obtaining the Hospital's prior written consent, which consent may be withheld in the Hospital's sole discretion. Similarly, the Students and/or Faculty Members shall not conduct any research projects, data collections, or data assessments relative to the clinical experience, without first obtaining the Hospital's prior written consent, which consent may be withheld in the Hospital's sole discretion. Furthermore, any such approved research projects, data collections, or data assessments must be conducted in accordance with hospital policy and procedure.

V. Status

No Student or Faculty Member shall be considered an employee, agent or servant of the Hospital, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Hospital in connection with the clinical program or this Agreement. No Student or Faculty Member is entitled to any payments from the Hospital in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Hospital or arising out of the clinical program.

VI. Non-Discrimination

The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of race, creed, color, national origin, ancestry, age, marital status, sex, handicap, disability, sexual orientation, Veteran status or other protected category in connection with this Agreement and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

VII. Policies and Procedures

The Hospital and the College shall have the right to change their respective policies and procedures in connection with the clinical program. In the event of such a change by either the College or the Hospital, the other party shall be advised in writing two (2) weeks prior to such change becoming effective. Upon receipt of such notice, the Designated Liaison and the Clinical Coordinator shall take the necessary steps to ensure that all appropriate personnel of their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

VIII. Student Withdrawal or Dismissal from Program

The College shall withdraw any Student or Faculty Member from the clinical program when that Student or Faculty Member is unacceptable to the Hospital, in the Hospital's sole discretion, for reasons of health, performance, or other cause that is job-related.

IX. Insurance

A. The College shall obtain and maintain professional liability coverage insuring the College and each Faculty Member involved in the clinical program by a minimum of One Million (\$1,000,000.00) Dollars per claim, and Three Million (\$3,000,000.00) Dollars in the aggregate and general liability on an occurrence basis by a minimum of One Million Dollars (\$1,000,000.00) per claim and Two Millions Dollars (\$2,000,000.00) in the aggregate. Upon the execution of this Agreement, and prior to the start of each semester, the College shall present the Hospital with evidence of coverage and evidence that such coverage may not be canceled or materially changed without thirty (30) days' prior written notice to the Hospital, as attached hereto as **Exhibit B**. The above limit requirements may be satisfied with one policy or with a combination of policies equal to the total limits required. In cases in which Students are required to provide their own insurance coverage, each Student shall be required to present evidence of insurance coverage prior to the start of each semester. In cases in which the College provides insurance for Faculty Members, the College shall provide the Hospital with a certificate of insurance that expressly states that College's insurance policy covers not only the College but also Faculty Members, through a self-insurance program or a third party insurer acceptable to the Hospital.

B. The Hospital will provide professional and general liability coverage for itself, its employees, agents and officers, through the Hospital's insurance program. Upon request, the Hospital shall provide the College with a letter from its Risk Management Department as evidence of such coverage.

X. Termination

This Agreement may be terminated upon a material breach by the Hospital or the College of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party. In addition, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other. In the event that the Hospital terminates this Agreement without cause prior to the completion of an academic semester, all Students assigned to a Hospital facility under this Agreement at the time of termination may continue their educational experience until the end of what is then the current semester.

XI. Indemnification

College agrees to defend, indemnify and hold harmless the Hospital and its directors, trustees, officers and employees from and against any and all claims, liabilities and expenses, including but not limited to attorneys' fees, relating to personal injury or property damage, to the extent arising out of the negligent acts or omissions of College and/or its employees or Students.

The Hospital agrees to defend, indemnify and hold harmless the College and its regents, trustees, officers, employees and Students from and against any and all claims, liabilities and expenses, including but not limited to attorneys' fees, relating to personal injury or property damage, to the extent arising out of the negligent acts or omissions of Hospital and/or its employees or agents.

XII. Compliance with the Law

The College in connection with the performance of the provisions of this Agreement shall comply with all Federal, State and local laws, rules and regulations. The Hospital shall remain solely responsible for ensuring that any services provided to patients pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize either party's licensure, either party's participation in Medicare, Medicaid or other reimbursement or payment programs, or if for any other reason said performance should be in violation of any statute, regulation, ordinance, or be otherwise deemed illegal, this Agreement shall be re-negotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other rights and obligation of the parties hereunder.

XIII. Intention of the Parties

All material matters of mutual concern to the Hospital and the College in connection with the clinical program shall be discussed by the parties as the need to do so arises. In resolving any matter, however, the parties shall be guided by the principle that the relationship between the Hospital and its patients and the care of such patients are of paramount concern.

XIV. Modification

Any modification of the terms of this Agreement shall not be effective unless in writing and signed by authorized representatives of both parties.

XV. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey.

XVI. Headings

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

XVII. No Waiver

Neither the failure by the parties to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

XVIII. Notice

All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

College:

Catherine Sirangelo-Elbadaway
Associate Dean
Nursing and Health Science Division
Hudson County Community College Campus
Joseph A. Cundari Center
870 Bergen Avenue, 1st Floor
Jersey City, New Jersey 07306

Hudson Regional Hospital: Felicia Karsos
Attn: Chief Nursing Officer

XIX. Assignment

This Agreement and any rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party. Any assignment entered into without the prior written consent of the other party shall constitute a breach of this contract and shall have no legal effect. Notwithstanding the foregoing, an assignment of this Agreement to an affiliate organization or successor of either party hereto shall be permissible upon the advance written notice to the other party.

XX. Corporate Compliance Addendum

The College and the Students shall hereby agree to comply with the Corporate Compliance Addendum, as set forth on **Exhibit C**, attached hereto and made a part hereof.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

HUDSON REGIONAL HOSPITAL

By: _____
Name: _____

By: _____
Name: _____
Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made on/about this ____ day of _____ 2019 by and between Hudson County Community College located at 70 Sip Avenue, Jersey City, New Jersey 07306 ("School") and IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center located at 29 East 29th Street, Bayonne, New Jersey 07002 ("Hospital").

RECITALS:

A. School offers to enrolled students in a /an accredited degree program in the field of radiography. B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

a. Clinical Program. To the extent permit by law and without waiving and defenses, including governmental immunity, School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her

participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). In the event a student's health status changes, while in the program, that student must provide the school, from their Primary Physician, an updated medical history and physical form. The updated form will then be reviewed by the Employee Health Department of the approved radiology clinical sites, for that student to be cleared to continue their required clinical participation. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. Dress Code; Meals. School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. OSHA Compliance. School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. Training. Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service Effective Date) of a faculty member at Hospital, School shall require that the individual participate in an orientation covering patient information privacy policies and practices. School shall maintain

AFFILIATION AGREEMENT

training records, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that participated in the orientation ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. Background Verifications. School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. Drug Screens. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2. Responsibilities of Hospital.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Radiology clinical sites will allow, during program hours only, students to have accessibility to participate in both laboratory skill training and completion of clinical competency evaluations within the energized x-ray rooms of the approved clinical sites. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Mutual Responsibilities. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

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4. Withdrawal of Program Participants.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. Independent Contractor. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. Non-Discrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. Confidentiality.

- a. Hospital Information. School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.
- b. Terms of Agreement. Except for disclosure to School's legal counsel, accountant or financial advisors (none of who shall be associated or affiliated in any way with

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Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. Privacy of Health Information.

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d (6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a)-(c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services

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to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. Survival. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. Insurance

a. School shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School may be afforded via commercial insurance or self-insurance at state law limits.

AFFILIATION AGREEMENT

b. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School shall secure and maintain at all times during the Term, at their sole expense, professional liability insurance (medical malpractice) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, School hereby agrees that prior to the effective date of termination of their respective current insurance coverage, School shall purchase, at their sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

9. Term. The term of this Agreement ("Term"), shall be two (2) year(s) commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. Termination. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

11. Entire Agreement. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

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13. Exclusion Lists Screening. School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or no procurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a -7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

HCCC-RADIOGRAPHY PROGRAM

By: _____

Name: Christopher M. Reber, Ph.D

Title: President

Date:

Address: 70 Sip Avenue, Jersey City, New Jersey 07306

IJKG OPCO LLC D/B/A CAREPOINT HEALTH-BAYONNE MEDICAL CENTER

By: _____ 

Name: Vijayant Singh, MD, MBA, FACHE

Title: Chief Hospital Executive

Date: 5/13/2020

Address: 29 E. 29th Street, Bayonne, New Jersey 07002

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made on/about this ____ day of _____ 2019 by and between Hudson County Community College located at 70 Sip Avenue, Jersey City, New Jersey 07306 ("School") and Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital with clinical location sites located at 176 Palisade Avenue, Jersey City, New Jersey 07306 and 142 Palisade Avenue, Jersey City, New Jersey 07306 ("Hospital").

RECITALS:

A. School offers to enrolled students in a /an accredited degree program in the field of radiography. B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

a. Clinical Program. To the extent permit by law and without waiving and defenses, including governmental immunity, School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her

participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). In the event a student's health status changes, while in the program, that student must provide the school, from their Primary Physician, an updated medical history and physical form. The updated form will then be reviewed by the Employee Health Department of the approved radiology clinical sites, for that student to be cleared to continue their required clinical participation. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. Dress Code; Meals. School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. OSHA Compliance. School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. Training. Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service Effective Date) of a faculty member at Hospital, School shall require that the individual participate in an orientation covering patient information privacy policies and practices. School shall maintain

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training records, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that participated in the orientation ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

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6. Non-Discrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. Confidentiality.

- a. Hospital Information. School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.
- b. Terms of Agreement. Except for disclosure to School's legal counsel, accountant or financial advisors (none of who shall be associated or affiliated in any way with

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Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. Privacy of Health Information.

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d (6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a)- (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services

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to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. Survival. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. Insurance

a. School shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School may be afforded via commercial insurance or self-insurance at state law limits.

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b. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School shall secure and maintain at all times during the Term, at their sole expense, professional liability insurance (medical malpractice) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, School hereby agrees that prior to the effective date of termination of their respective current insurance coverage, School shall purchase, at their sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

9. Term. The term of this Agreement ("Term"), shall be two (2) year(s) commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. Termination. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

11. Entire Agreement. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

AFFILIATION AGREEMENT

13. E xclusion Lists Screening. School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of E xcluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or no procurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a -7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

HCCC-RADIOGRAPHY PROGRAM

By: _____

Name: Christopher M. Reber, Ph.D

Title: President

Date:

Address: 70 Sip Avenue, Jersey City, New Jersey 07306

HUDSON HOSPITAL OPCO LLC D/B/A CAREPOINT HEALTH-CHRIST HOSPITAL

By:  _____

Name: Marie V. Duffy, DNP, RN, FNP-BC, NEA-BC, FACHE

Title: Chief Hospital Executive

Date: 5/26/20

Address: 176 Palisade Avenue, Jersey City, New Jersey 07306

AFFILIATION AGREEMENT

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Name: Marie T. Duffy, DNP, RN, FNP-BC, NEA-BC, FACHE

Title: Chief Hospital Executive

Date: 5/26/2020

Address: 176 Palisade Avenue, Jersey City, New Jersey 07306

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made on/about this ____ day of _____ 20__ by and between Hudson County Community College located at 70 Sip Avenue, Jersey City, New Jersey 07306 ("School") and HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center located at 308 Willow Avenue, Hoboken, New Jersey 07030 ("Hospital").

RECITALS:

A. School offers to enrolled students in a /an accredited degree program in the field of radiography.
 B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

a. Clinical Program. To the extent permit by law and without waiving and defenses, including governmental immunity, School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her

participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). In the event a student's health status changes, while in the program, that student must provide the school, from their Primary Physician, an updated medical history and physical form. The updated form will then be reviewed by the Employee Health Department of the approved radiology clinical sites, for that student to be cleared to continue their required clinical participation. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

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In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. Survival. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. Insurance

a. School shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School may be afforded via commercial insurance or self-insurance at state law limits.

AFFILIATION AGREEMENT

b. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School shall secure and maintain at all times during the Term, at their sole expense, professional liability insurance (medical malpractice) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, School hereby agree that prior to the effective date of termination of their respective current insurance coverage, School shall purchase, at their sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

9. Term. The term of this Agreement ("Term"), shall be two (2) year(s) commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. Termination. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

11. Entire Agreement. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

AFFILIATION AGREEMENT

13. Exclusion Lists Screening. School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or no procurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a -7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

HCCC-RADIOGRAPHY PROGRAM

By: _____

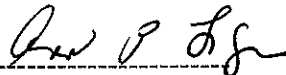
Name: Christopher M. Reber, Ph.D

Title: President

Date:

Address: 70 Sip Avenue, Jersey City, New Jersey 07306

HUMC OPCO LLC D/B/A CAREPOINT HEALTH-HOBOKEN UNIVERSITY MEDICAL CENTER

By:  _____

Name: Ann P. Logan

Title: Chief Hospital Executive

Date: 5/18/2020

Address: 308 Willow Avenue, Jersey City, New Jersey 07030

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF

RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of HUMC Opco LLC d/b/a Care Point Health-Hoboken University Medical Center ((Hospital)), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by HCCC- Radiography Program ((School)) at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY
STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between HCCC- Radiography Program ("School") and HUMC Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has been educated regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program
Participant

Witness

EXHIBIT
C
HEALTH AND BACKGROUND SCREENING
ATIESTATION HCCC- Radiography
Program
School Name

Health of Program Participants. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

Background Checks. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other: _____

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____
3. _____

School acknowledges this information will be available to all Hospital affiliates as reasonably necessary.

School:
HCCC- Radiography Program
Name: _____
Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made on/about this ____ day of _____, 2019 by and between Hudson County Community College located at 70 Sip Avenue, Jersey City, New Jersey 07306 ("School") and Richmond University Medical Center located at 355 Bard Avenue, Staten Island, New York 10310 ("Hospital").

RECITALS:

A. School offers to enrolled students in a /an accredited degree program in the field of radiography. B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New York ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

a. Clinical Program. To the extent permit by law and without waiving and defenses, including governmental immunity, School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her

participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). In the event a student's health status changes, while in the program, that student must provide the school, from their Primary Physician, an updated medical history and physical form. The updated form will then be reviewed by the Employee Health Department of the approved radiology clinical sites, for that student to be cleared to continue their required clinical participation. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. Dress Code; Meals. School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. OSHA Compliance. School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. Training. Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service Effective Date) of a faculty member at Hospital, School shall require that the individual participate in an orientation covering patient information privacy policies and practices. School shall maintain

AFFILIATION AGREEMENT

training records, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that participated in the orientation ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. Background Verifications. School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. Drug Screens. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2. Responsibilities of Hospital.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Radiology clinical sites will allow, during program hours only, students to have accessibility to participate in both laboratory skill training and completion of clinical competency evaluations within the energized x-ray rooms of the approved clinical sites. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Mutual Responsibilities. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

AFFILIATION AGREEMENT

4. Withdrawal of Program Participants.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a . above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. Independent Contractor. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. Non-Discrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. Confidentiality.

- a. Hospital Information. School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.
- b. Terms of Agreement. Except for disclosure to School's legal counsel, accountant or financial advisors (none of who shall be associated or affiliated in any way with

AFFILIATION AGREEMENT

Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. Privacy of Health Information.

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d (6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a)- (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services

AFFILIATION AGREEMENT

to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

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a. School shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School may be afforded via commercial insurance or self-insurance at state law limits.

AFFILIATION AGREEMENT

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c. School shall secure and maintain at all times during the Term, at their sole expense, professional liability insurance (medical malpractice) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, School hereby agrees that prior to the effective date of termination of their respective current insurance coverage, School shall purchase, at their sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage.

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11. Entire Agreement. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

AFFILIATION AGREEMENT

13. Exclusion Lists Screening. School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or no procurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

HCCC-RADIOGRAPHY PROGRAM

By:

Name: Christopher M. Reber, Ph.D

Title: President

Date:

Address : 70 Sip Avenue , Jersey City, New Jersey 07306

RICHMOND UNIVERSITY MEDICAL CENTER

By: 

Name: Daniel J. Messina, Ph.D., FACHE, LNHA

Title: President & Chief Executive Officer

Date:

Address: 355 Bard Avenue, Staten Island, NY 10310


Kathryn Giovinazzo

AVP Clinical Services

355 Bard Ave, Staten Island, NY 10310