

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

**Regular Meeting – Board of Trustees**

**Tuesday, March 21, 2023**

**5:00 P.M.**

**Mary T. Norton Board Room and Via Zoom**

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

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

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

Passcode: 629005

Telephone: 1 309 205 3325

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Passcode: 629005

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

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

**AGENDA**

**I. CALL TO ORDER - FLAG SALUTE**

*Mr. Netchert*

**II. ROLL CALL AND RECOGNITION OF VISITORS**

**Trustees:**

*Edward DeFazio*

*Joseph Doria*

*Pamela Gardner, Secretary/Treasurer*

*Frank Gargiulo*

*Roberta Kenny*

*Bakari Lee, Vice Chair*

*Daniel Menendez – Student Alumni Representative*

*William Netchert, Chair*

*Jeanette Peña*

*Christopher Reber, President*

*Silvia Rodriguez*

*Harold Stahl*

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

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

**March 21, 2023**

**II. ROLL CALL**

**Trustees:**

Edward DeFazio \_\_\_\_\_

Joseph Doria \_\_\_\_\_

Pamela Gardner, Secretary/Treasurer \_\_\_\_\_

Frank Gargiulo \_\_\_\_\_

Roberta Kenny \_\_\_\_\_

Bakari Lee, Vice Chair \_\_\_\_\_

Daniel Menendez, Student Alumni Representative, ex officio \_\_\_\_\_

William Netchert, Chair \_\_\_\_\_

Jeanette Peña \_\_\_\_\_

Christopher Reber, President, ex officio \_\_\_\_\_

Silvia Rodriguez \_\_\_\_\_

Harold Stahl \_\_\_\_\_

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

### **MEETING INTRODUCTION**

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

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

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

**March 21, 2023**

**III. COMMENTS FROM THE PUBLIC**

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

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

*March 21, 2023*

**IV. CLOSED SESSION**

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

**March 21, 2023**

**V. REPORTS**

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

*Faculty Candidates for Tenure*

*Dr. Darryl Jones, Vice President for Academic Affairs*

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

**March 21, 2023**

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

**1. MINUTES OF PREVIOUS MEETING**

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

Recommendation:

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

**RESOLUTION:**

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

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

March 21, 2023

DeFazio, Edward

\_\_\_\_\_

Doria, Joseph

\_\_\_\_\_

Gardner, Pamela

\_\_\_\_\_

Gargiulo, Frank

\_\_\_\_\_

Kenny, Roberta

\_\_\_\_\_

Lee, Bakari

\_\_\_\_\_

Peña, Jeanette

\_\_\_\_\_

Rodriguez, Silvia

\_\_\_\_\_

Stahl, Harold

\_\_\_\_\_

Netchert, William, Chair

\_\_\_\_\_

\_\_\_\_\_ Aye

\_\_\_\_\_ Nay



**HUDSON COUNTY COMMUNITY COLLEGE**

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

**MINUTES**

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

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

**ABSENT:** *Silvia Rodriguez*

**I. CALL TO ORDER - FLAG SALUTE**

**la. SWEARING IN OF TRUSTEE – Edward J. DeFazio was sworn in as Trustee by Counsel to the Board of Trustees, David Blank, Esq.**

**II. ROLL CALL**

**III. COMMENTS FROM THE PUBLIC - None**

**IV. CLOSED SESSION – None**

**V. REPORTS**

**1. Student Government Association President's Report**

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

Hello, Trustees. It is a pleasure to be here in person.

Since the beginning of the spring semester, the Student Government Association (SGA) has been working extremely hard to represent the study body. We kicked off the semester with a 'Back to School' mixer where students socialized and networked with peers, professors, and deans; all clubs and organizations had information tables; and we hosted trivia for students versus faculty. I thank the following for participating: Professors Chris Cody, Raffi Manjikian, and Salihia Yagoubi; Vice President Anna Krupitskiy; Andy Adler; and Franz Moncayo. I would also like to thank Dr. Lisa Dougherty, Dr. Alison Wakefield, Michael Ferlise, Dr. Sean Egan, and Kathryn Buckley for attending and connecting with the students. Lastly, I thank Angela Tuzzo, Veronica Gerosimo, and Delfin Ganapin for helping us coordinate this mixer.

During the same week of the mixer, we collaborated with the Office of Student Life and hosted 'Spirit Week' with a different theme each day: Major Monday, Teal Tuesday, Win it Wednesday, Throwback Thursday, and Cozy Friday. Students won raffles by submitting pictures and videos and answering a series of questions. We received multiple entries, making Spirit Week successful, and we are excited to hold this again next semester.

We began training the new executive board and welcomed the recently appointed Director of Record Keeping, Lisa Camacho. Our Inter-Club Council held a successful meeting with 25 student attendees from other clubs and organizations last week, discussing many updates. On February 22, we invite all to join

our Town Hall from 2:00-3:00 p.m. in the Student Center with Dean Bernadette So as our special guest. In collaboration with PACDEI, we are hosting a Diversity Fair on March 17, with performances, games, activities, food, and raffles. We encourage those attending to dress up in their cultural wear.

I will now speak more about the updates of our clubs and organizations.

**Business and Accounting Club** - On February 19, members attended The Franchise Show Expo of New Jersey and New York. February 23 is their first business expo for networking opportunities with business alums, guest speakers, and professional photography onsite. They are planning a public workshop with Joseph Canilgia.

**Psychology** - The Psychology Club became an active club with increased members and a full executive board. One of the first events they hosted was a Paint and Sip event. They are planning to attend a Psychology conference in Boston, bring therapy dogs for midterms and finals, and Paint and Sip events.

**Medical Science Club** - The Medical Science Club's first event was in honor of International Condom Day, February 13, and more than 50 students attended.

**Phi Theta Kappa** - The organization met on February 15 and is planning their induction for April 28.

**Nursing Club** - The Nursing Club gained 22 new members. Their upcoming events include a blood drive in partnership with PTK, a visit to the Nursing Program with high school and elementary school students in April, and events on diabetes and high blood pressure awareness.

**Latin Society** has its event on February 22 to celebrate the Dominican Republic Independence Day at the North Hudson Campus.

**ESL Club** will host an Open Conversation Café event every Thursday from 1:00-2:00 p.m. They have been strategizing to make available two scholarships for ESL students. On March 2, a motivational speaker, Imane Zehab, will lecture from 1:30-2:30 p.m.

**The Student Programming Board** plans to host an event for Ramadan and provide room for prayer and food for students on March 21.

**National Society of Leadership and Success** started to intake new members and plans on having their induction on May 6

**Environmental Club** held a seminar for research and internship opportunities. They are planning a bike tour around Jersey City on April 22.

**Model UN** went to the Harvard Model United Nations Conference in Boston. In one of the most memorable activities, they simulated the government of an assigned country and topic based on the country's policies, beliefs, and culture. They will explain more in-depth at a future Board of Trustees meeting.

In honor of the "It's On Us" movement, we hosted a self-defense training course and handed out stress balls. Further plans include round table discussions regarding the lawful regulations and advice. As a community college representative of the student leadership caucus, I will take over their Instagram account to show the importance of dealing with such issues on a college campus. I thank my advisor, Angela Tuzzo, and fellow student leaders Paulina Sonza and Omega Dickinson for introducing "It's On Us" to HCCC and educating our fellow students about sexual assault.

Brian Rivera will now discuss his experience attending the Association of Community College Trustees (ACCT) National Legislative Summit (NLS) in Washington, D.C.

*Brian Rivera offered remarks.*

Hello, everyone! My name is Brian Rivera. I am the Director of Intercollegiate Athletics for SGA, and I recently became the President of the Student Programming Board.

On the first night, there was a welcoming reception where we met students, presidents, and staff from other community colleges. We had the pleasure of meeting the New Jersey Council of County Colleges staff including Aaron Fichtner, Maria Heidkamp, and Jessica Britt. We also spent quality time with our President, Chris Reber, and Trustees Pamela Gardner and Bakari Lee.

During the conference, a speaker discussed hiring opportunities teaching others how to use technology. The Secretary of Agriculture, Tom Vilsack, discussed the importance of nutrition and expanding the SNAP program by giving community college students a meal. Another initiative is community colleges becoming part of the SNAP educational program, by training students on joining the workforce with smart technology. The Secretary of Transportation mentioned multiple job openings in the transportation field. One fact that stood out was that 50% of public schools have transportation stops.

On the last day, we joined the roundtable discussion with community college lawyers. Some topics included Title IX, the continuous impact of COVID, and the Pregnant Workers Fairness Act. Also discussed was the issue of student-athletes in the National Collegiate Athletic Association advocating to be considered student employees due to their commitment to athletics. The dilemma starts when community colleges make a profit and enrollment increases based on advertising these student-athletes, who are not compensated for their image or likeness. The last topics included bathrooms, how the District Court held violations, the Equal Protection Clause, and Title IX on nonbinary restrooms.

*Sally Elwir offered closing remarks.*

We ended our day with a session of New Jersey representatives. Our first topic was the decline in enrollment due to a lack of communication, flexibility, and the tight labor market. Next, we discussed the decrease in completion due in part to the price of tuition and lack of flexibility. We also discussed how diverse New Jersey is. The last topic was about student success and student parents. That wraps up the overview of our trip.

We thank you all for giving us this opportunity to go to the ACCT NLS. I thank Hudson Helps, especially Ariana Calle, who prepared us and provided professional outfits from the career closet. It was very helpful.

Thank you, all.

*Trustee Lee offered the following remarks.*

Sally, great presentation from both of you. It's good to see you in person. We're all buddies now since we've connected in Chris' house. It's a different experience to give your report in person, but you did well.

Chris, kudos to you for making a concerted effort to have a contingent of folks attend the ACCT conference. I think it is powerful when Hudson is represented by more than just one person. It is also important to note that a great number of students attended on behalf of the New Jersey colleges. It was noticed. Also, by all reports and feedback, everyone did an excellent job at Capitol Hill. I attended the Student Trustee Advisory Committee meetings, and it was a pleasure to see you all there.

Thank you for taking the time out of your busy student lives to attend. You outdid yourselves by attending different sessions and workshops. You all did a great job being there, working hard, and representing Hudson. I appreciate you for that.

## **2. All College Council Chair's Report**

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

As reported last month, the Open ChatGPT has been all over the national news as it has a potentially large impact on academics and higher education as we know it. I am happy to report that HCCC now has a better understanding of the impact of such technology on a college campus.

The All College Council (ACC), in conjunction with the Center for Online Learning, held a special presentation to faculty and staff by Jason Gulya, who has published on the new technology. Professor Gulya presented both positive uses and features to be aware of so that faculty are better prepared to interact with students using the technology.

The Academic Senate, under the guidance of Karen Hosick, has formed a subcommittee to evaluate HCCC's Academic Integrity policy, determine how to include a statement about ChatGPT or any other Artificial Intelligence software on all syllabi, and provide additional information for faculty on this technology since it is not going away. I note that both Microsoft and Google have since invested billions into using the tech within their own platforms, so HCCC is on par with staying ahead of the learning curve. I will continue to report updates as the subcommittee puts forth their recommendations.

At the next ACC General Meeting, tomorrow, the final 2023 Bellwether Finalist nominee will present on the efforts of Continuing Education and Workforce Development at HCCC. The Academic Senate will also present the Governance Recommendation for the proposed Remote Instruction Guidelines Recommended for Faculty.

### **Academic Senate**

As stated, the Senate will present on the Remote Guidelines and hold a Vote for the GR on a Mental Health Syllabus Statement tomorrow.

Additionally, a subcommittee was also formed to investigate a college-wide grading scale, to see how each school utilizes grade scales, and the impact of recommending a new grade scale at HCCC. Future recommendations should be reported out later this semester.

### **Student Life Committee**

Student Life has received the Hunger-Free Campus Grant award of \$75,000 for the Hudson Helps Resource Center. HCCC is also partnering with "Swipe-Out Hunger" to develop a meal plan for students who are food insecure.

A Health & Wellness Fair for students is scheduled for March 22.

### **College Life Committee**

The College Life committee will roll out the new and improved "Steps for Wellness" program. Ms. Carmen McGuire will explain the details of the program tomorrow.

The College Life Committee also wanted to thank the President's Office for supporting the Annual Holiday Mixer, which was a great success in December.

### **Space and Facilities**

The proper approved gender-neutral bathroom signage project for single-stall bathrooms will be completed by the end of the semester.

The STEM Building's concerns from faculty and students were addressed regarding furniture and appropriate numbers of seats in the study areas.

Power Boards for the pumps to maintain water pressure in the building were fixed. Although this could have taken several months to complete, the work took place in December and over the Winter Break and was completed by the start of the Spring semester. Thanks to Facilities for getting this work done with minimal interruption to students and the college community.

Additionally, all ESL faculty and staff have been relocated from the I-Building to the third floor of the Gabert Library. The shifting of some offices, the adjunct lounge, and the Honors lounge will hopefully be resolved once the new Academic Tower is completed.

Lastly, working with the Environmental Club, recommendations and designs are being created so HCCC can further become a green and environmentally friendly space for all.

### **Technology Committee**

The Honorlock exam space and technology list has been updated with Spring hours for computer lab N305 and a new room at North Hudson Campus, open lab room N105S. The Honorlock webpage has been changed accordingly.

Student Life assisted with creating and sharing a video on Instagram about how to schedule a group study room in the library.

The committee also made two suggestions for the Center for Online Learning:

- 1) To add the Honorlock webpage link to Canvas course shells, especially for those courses using Honorlock for online exams; and,
- 2) Create an orientation course for students, such as How to Use Honorlock, and have an introduction and sample quizzes for students to practice before taking a real test using the software.

I will report on the completion of some of these projects at future board meetings.

Thank you, this concludes my report.

*Trustee Lee offered the following remarks.*

I had not heard of ChatGPT until it was mentioned at the ACCT conference. From my understanding, it is an AI that could type or produce your paper or paragraph assignment, except it is missing the human element. Is this software an app or a website? Could you talk a little more about it?

*Dr. Cronrath responded with the following remarks.*

Yes, you can input prompts in the software, and the more details you give, the better feedback you receive. For example, for the student that puts in a significant amount of information about what is expected of the paper, the software can then produce a passable college essay or paper. The AI does this by drawing from the internet and piecing information that does not necessarily flow together. Although the software is designed to flow, it is not perfect.

One beneficial use is that faculty could generate a paper rather than create their own and assign students to locate the errors. However, students can do the same, correct the mistakes and hand it in as their work, which creates a concern. The software is behind a bit with upgrades to combat plagiarism, but they are working on it.

Currently, the software is available through a website that you can log on to and is free for all. It is being advertised on the internet, and Google and Microsoft are investing one billion dollars to put it into their software. Hopefully, we could stay ahead of this software by implementing our policies, such as having a statement in the syllabus saying we do not allow the use of this software and if caught cheating or utilizing it, the student would fail the paper.

*Chairman Netchert offered the following remarks.*

How significant a problem can this turn out to be? At this time, our efforts seem to assist individual professors in scoping out the potential issue. If so, how much time is that going to take? Perhaps we should have an Office of Artificial Intelligence Supervision to assist professors instead of them doing the research themselves. Unfortunately, there aren't any reasons to believe the problem will improve.

*Dr. Cronrath responded with the following remarks.*

Within the current courses in Canvas, there is a plagiarism checker already. We are upgrading and embedding software that will utilize AI to detect another AI. Then, hopefully, the checker will be able to identify those papers.

Thank you. I'll be happy to report in future meetings as well.

*Trustee Peña offered the following remarks.*

We know that this is just the beginning, and it started a little while ago with Photomath and now we're talking about writing. I think all students in a math class know about Photomath, where you take a picture of a problem, and it solves it for you. There is a lot of technology out there; it is scary to keep up with.

### **3. President's Report**

*President Reber offered the following remarks.*

Thank you, and good evening, Trustees.

I want to add that the Center for Online Learning and Office of Information Technology are great resources and units working with the All College Council on artificial intelligence.

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

Sally and Brian, it was such a pleasure participating with you and other students and alumni at the recent National Legislative Summit in Washington, DC! As always, your comments and other student voices and engagement were inspirational, and you clearly impressed our legislators and so many others! Also, Daniel Menendez, our alumni trustee, and six other students and alumni were there. Thank you all for participating!

On behalf of the entire HCCC Family, it is a pleasure to welcome our new Trustee, Judge Edward DeFazio, to our Board and our College. Earlier today, Judge DeFazio had lunch with Trustees William Netchert and Bakari Lee, and members of our Cabinet. And he had a tour of the Journal Square Campus led by Vice President Yeurys Pujols.

Judge DeFazio served as New Jersey Superior Court Judge from 2012 until 2019, as Hudson County Prosecutor from 2002 until 2012, and in earlier positions in the legal and judicial professions. He holds a Bachelor of Arts degree from Fordham University and a Juris Doctorate from Seton Hall University. In 2006, Judge DeFazio received the "Lawyer of the Year" Award from the New Jersey Commission on Professionalism in the Law.

We all look forward to the knowledge and experience Trustee DeFazio will bring to our Board and our College.

Judge DeFazio, would you like to say a few words?

*Trustee DeFazio offered the following remarks.*

Thank you, and I am ready to learn!

*President Reber resumed his remarks.*

Thank you, Trustee DeFazio. It's wonderful having you here!

Last week, a large and diverse team of HCCC faculty, staff, and students attended the annual Achieving the Dream (ATD) *DREAM* conference in Chicago. We were honored that HCCC was recognized at the conference as one of just 16 Leader Colleges in the 300-college ATD network. This outcome is the result of the college-wide engagement of our HCCC Family, another point of pride for all of us.

And, also last week, a team of eight HCCC students participated in the Harvard Model United Nations Conference in Boston with their advisor, Joseph Caniglia. Our students joined peers from 40 countries to discuss global issues. They learned how to negotiate with others to collaborate on policy proposals and programs, and how to solve global issues on topics ranging from drone technology to territorial sovereignty. This year, our students represented Egypt and Croatia at the Model UN. We will hear from some of the students at a future meeting of the Board of Trustees.

Trustees, this evening, you will act upon a resolution to incorporate Eid and Diwali holidays into the Academic Calendar in support of our Muslim and Indian communities, respectively. This proposal was informed by campus-wide discussion and was advocated by over 1,000 students who signed a petition circulated by their peers last November. The addition of each of these holidays will be made possible by adding one day to the fall and spring semesters with no adverse impact on the academic year. We are pleased to recommend this action that will generate heartfelt appreciation and goodwill for many members of the HCCC family.

I particularly thank Dr. Angela Pack, Assistant Professor of Social Sciences, who advises a student committee of PACDEI that met with Vice President Yeury Pujols and me and shared insights that were exceedingly helpful.

This evening, I have invited Dean of STEM, Dr. Burl Yearwood, and his colleagues to discuss two important STEM grant projects. Joining Burl are Instructor of Mathematics, Fidelis Foda-Kahouo, and Instructor of Chemistry, Dr. Fatma Tat.

Burl, I turn this over to you.

*Burl Yearwood, Fatma Tat, and Fidelis Foda-Kahouo presented [STEM Presentation on B2B and S-STEM](#)*

*Burl Yearwood offered opening remarks.*

Thank you, President Reber. Thank you for this opportunity to discuss some of the exciting work we are doing in the School of STEM.

Good afternoon trustees, faculty, staff, students, and community members. My name is Burl Yearwood, and I am the Dean of the School of Science, Technology, Engineering, and Mathematics, better known as STEM.

We are focused on students being successful when they leave Hudson, whether that be continuing their education or entering the workforce. However, in order for students to successfully graduate, we must first successfully retain these students.

The two programs you will hear about today aim to retain our students and propel them forward to bigger and better things. Thank you to the faculty and staff of STEM for all they do to accomplish that goal.

Funded by the National Science Foundation, the Scholarship STEM (S-STEM) Grant provides additional monies for high-achieving, full-time Hudson County Community College students to enable them to devote more time to their studies and complete their degree programs.

The Northern New Jersey Bridges to Baccalaureate (NNJ-B2B) program, also funded by the National Science Foundation, aims to help minority STEM students transfer to a Bachelor's degree at one of eight four-year colleges in New Jersey.

Let me introduce Dr. Fatma Tat, Instructor of Chemistry, and coordinator of the S-STEM program.

*Fatma Tat offered the following remarks.*

Hello, everyone. I am Fatma Tat, a chemistry instructor at HCCC and the S-STEM Scholarship Site Coordinator.

The S-STEM program provides funding for high-achieving, full-time, underrepresented college students to enable them to devote more time to their studies and complete their associate degrees in the STEM field and transfer to four-year institutions.

Through a National Science Foundation grant, the S-STEM program has been initiated at four campuses, Rutgers University - Newark, Hudson County Community College, Passaic County Community College, and Essex County College. In each institution, students have been provided scholarships through the program and allowed to participate in several activities designated to enhance their educational experiences in STEM.

In order to qualify for the scholarship, students need to be U.S. citizens or Permanent Residents, full-time students with a minimum 3.5 GPA in a nonmedical STEM field, and underrepresented minority and Pell Grant recipients. The S-STEM Scholarship award is \$2,000 per semester at HCCC. If students choose to transfer to Rutgers University - Newark, their scholarship follows them, increasing to \$4,000 per semester. The S-STEM Scholarship award covers educational expenses beyond tuition, such as textbooks, computers, and living expenses.

While in the program, S-STEM scholars receive scholarships and are offered comprehensive support in completing a STEM degree and transferring to a four-year institution. They are encouraged to participate in the program's wide range of STEM activities. In addition, as a site coordinator, I also advise and mentor the S-STEM scholars and help them find and apply for research internships. I encourage them to join Rutgers University transfer fairs, and Rutgers speaker series events. Cross-campus peer mentoring also helps prepare S-STEM students to transition from a two-year to a four-year school.

So far, 130 S-STEM scholarships have been awarded to our students. There are many S-STEM student success stories, and I would like to share one in particular. A student earned the scholarship for three semesters, completed a summer internship, participated in the S-STEM activities, and transferred to Rutgers University for Environmental Studies.

Thank you.

*Fidelis Foda-Kahouo offered the following remarks.*



Good evening, Trustees and President Reber.

My name is Fidelis Foda-Kahouo. I graduated from Hudson in 2011 and became a mathematics instructor in 2019. I am also the NNJ-B2B Coordinator. Thanks to Dean Burl, who asked me to coordinate this program. I appreciate his trust in me.

I am a liaison between the college and the program, motivating our students, and conducting meetings with the advisory board. The program awards up to \$8,000 annually per student for their work instead of a scholarship.

The B2B program is in its fifth year, and for the past four years, it has reached its goals successfully. The main goal is to ensure the successful transfer of community college STEM students to four-year institutions. This is achieved by developing a larger cross-campus learning community built on undergraduate research, internships, four-year faculty engagement, and cross-campus mentoring. This program provides the motivation and extra support for our students.

For a student to be eligible for the NNJ-B2B program, there is a series of criteria they must meet. The student must belong to a federally recognized Under-Represented Minority (URM) group, be a U.S. citizen or Permanent Resident, be in a non-medical STEM major, have completed at least one semester, and be a full-time student. The program makes a huge impact for those who are engaged.

For instance, 59% the students that graduated from STEM transferred. All students in the B2B program transferred to four-year institutions. Jakita Crawford is one of these students. As soon as she entered the program, her motivation level increased, she became a full-time student, graduated HCCC, and transferred to Rutgers University. Daniel Menendez also took advantage of this opportunity and graduated with countless hours of hard work and dedication.

Thank you.

*President Reber resumed his remarks.*

Thank you all. Chairman Netchert put me in touch with Elaine Connors of Rutgers School of Engineering and her feedback was very consistent with this report. Rutgers is now reaching out to us to discuss grant opportunities from NASA to fund internships for Rutgers students in engineering.

*Trustee Lee asked a question.*

You're a 2011 graduate from HCCC. From there, where did you go?

*Fidelis Foda-Kahouo offered the following remarks.*

I went to Stevens Institute. In fact, I started working here in 2006 as a security guard. Then I began school in 2009 and graduated in 2011. I should thank you as well because when I first started working at B Building post, I remember you asked me, "What do you do?" I said, "I am going to school right now." And you replied, "Just keep it up." Then, when I graduated, you were also there and said, "Keep going," and I thank you for encouraging me.

*Trustee Lee asked a question.*

I have a couple more questions on ChatGPT. Are you working with your colleagues throughout the state, like the Affinity group at the Council?

*Patricia Clay offered remarks.*

I am involved in the Technology Affinity group, but it is inactive. However, we have a similar relationship with EDUCAUSE, a national higher education technology group. We met last Thursday and had conversations about information security and ChatGPT and how it's used in search engines. It is all emerging along with concerns about how these generative language models can produce a cogent essay by extracting information from the internet. There is no guarantee that the information produced is accurate. A faculty member from Vanderbilt University used the software to send a condolence email to the students, and they immediately noticed it was from ChatGPT. I encourage you to try the software.

In the technology community, the concerns are about how quickly people are adapting to use any AI software because it's free. It can also ingest images or create art. We may not be able to differentiate with deep fake images. Another concern is technologies keeping up with how quickly AIs are "learning." By learning, I mean these softwares are based on an algorithm and are not human beings or entities. By nature, they follow the way the algorithm has been designed, which is unbeknownst to us.

*Trustee Lee offered the following final comment.*

I encourage you to reinvigorate the CIO or Technology Affinity Group at the Council through Aaron, or the group to work on this together.

*Daniel Menendez offered the following remarks.*

Regarding ChatGPT, I did my own research, and there's a general consensus that anyone using ChatGPT will do average work. However, we know in practice this is not true. Most people might be average writers, but others are above or below average in their writing. This might be an aspect of use when faculty want to determine whether students' assignments are authentic or were created by the software.

*President Reber offered closing remarks.*

Thanks so much, Burl, Fidelis, and Fatma.

Trustees, this concludes my report.

## VI. **REGULAR MONTHLY REPORTS AND RECOMMENDATIONS:**

1. *The Minutes of the Regular Meeting of January 17, 2023, were approved.*

2. *Gifts, Grants, and Contracts Report:*

**Title:** Hunger-Free Campus Grant

**Agency:** Office of the Secretary of Higher Education (OSHE)

**Purpose of Grant:** The funding's purpose is to address student hunger, leverage sustainable solutions to address basic food needs on campus, and continue building strategic partnerships at the local, state, and national levels to address food insecurity among students.

**College Administrator:** Dr. David Clark and Katherine Morales

**College Contribution:** \$0

**Award Amount:** \$75,000.00

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

9 Ayes.....0 Nays

Resolution Adopted

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

1. Resolution Authorizing Scan and Shred Services for the Offices of Communications, Grants, and Advancement, to be funded from the operating budget at a cost not to exceed \$51,863, was approved.
2. Resolution Authorizing Purchase of Commencement Regalia, to be funded by the Student Life Fee (SLF) at a cost not to exceed \$40,150, was approved.
3. Resolution Authorizing Agreement with County of Hudson, with total fees to the College not to exceed \$60,000, was approved.
4. Resolution Authorizing 26 Journal Square Lease Extension, with an anticipated extension until July 31, 2026 and to be funded from the operating budget at a cost not to exceed \$689,415, was approved.
5. Resolution Rescinding Request for Proposal for Fundraising and Engagement Platform was approved.
6. Resolution Authorizing License Renewal and Payment for Staff and Faculty Monthly Parking at 511-523 52nd Street, West New York, NJ, with the Town of West New York, to be funded from the operating budget for a total cost not to exceed \$166,500, was approved.
7. Resolution Authorizing Agreement for Athletics Consultant, to be funded from the operating budget at a cost not to exceed \$22,000, was approved.
8. Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 808 Pavonia Avenue, to be funded from the operating budget at a cost not to exceed \$77,000, was approved.

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

9 Ayes.....0 Nays

Resolutions Adopted

**VIII. PERSONNEL RECOMMENDATIONS 1-6:**

**VIII. PERSONNEL RECOMMENDATIONS**

**1. RESIGNATIONS**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>
Tosha D.	Bratcher	Instructor, Nursing	January 27, 2023
Keirsten	Gordon	Coordinator, Center for Business and Industry	January 23, 2023
Ja' Via	Hall	Programming Coordinator	January 20, 2023
Anshuma	Jain	Assistant Director of Human Resources	March 17, 2023
Anthony	LaRocco	Public Safety and Security Associate	February 7, 2023

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

**2. APPOINTMENT OF STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date (if applicable)</b>	<b>Annual Salary</b>
Dan	Brookes	Business Developer	114	February 22, 2023	N/A	\$ 69,628.00
Michael	Byrne	Strategic Marketing Director	122	March 1, 2023	N/A	\$ 90,000.00
Ronny	Canales	Administrative Support Specialist	105	February 22, 2023	N/A	\$ 38,000.00
Kristofer	Fontanez	Web and Portal Services Manager	113	February 22, 2023	N/A	\$ 56,527.21
Everett C.	Mapp	Coordinator, Instructional Technology and Testing	112	February 27, 2023	N/A	\$ 51,386.00
R.M.	Stineman	Director of Grants and Sponsored Programs	122	March 1, 2023	N/A	\$ 115,000.00
Jack	Velazquez	Building Superintendent (North Hudson Campus)	113	February 22, 2023	N/A	\$ 70,000.00

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

**3. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Tameka	Moore-Stuht	Instructor, Speech (Non-tenured)	January 23, 2023	June 30, 2023	\$ 55,434.92
Jasmine	Pascua	Instructor, Culinary Arts (Non-tenured)	January 16, 2023	May 31, 2023	\$ 55,434.92
Gary	Sasala	Instructor, ESL (Non-tenured)	January 23, 2023	June 30, 2023	\$ 55,434.92

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

**4. APPOINTMENT OF TEMPORARY FULL-TIME STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Joyce	Alvarez	Coordinator, Continuing Education and Workforce Development	109	March 6, 2023	September 30, 2023	\$ 46,096.61
Lori	Byrd	Interim Director, Nursing Program	UNG	February 22, 2023	June 30, 2023	\$ 125,000.00
Andrea	Goodwin	Administrative Assistant, Human Resources	108	February 22, 2023	June 30, 2023	\$ 43,901.00
Eileen	Lynch	Development Coordinator	112	February 22, 2023	June 30, 2023	\$ 51,386.20
Stephanie	Pina	Interim Assistant Director, Human Resources	113	February 22, 2023	June 30, 2023	\$ 53,955.00

**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. 4.*

**5. AUTHORIZATION OF PART-TIME STAFF THROUGH FEBRUARY 2024, AS NEEDED**

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>DEPARTMENT</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Jeanette	Gibson	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara

Mouhamed	Ndiaye	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Arefa	Ali	Continuing Education and Workforce Development	PT Customer Service	CSTAST-103005	Catherina Mirasol
Adefolarin	Bolaji	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Catherina Mirasol
Anthony	Campo	Continuing Education and Workforce Development	PT Instructor	PTINST-603071	Anita Belle
Denise	Dubron	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Catherina Mirasol
Aya	Daoud	English and ESL	Lab Assistant	601012	Stephanie Calo
Darius	Gilmore	English and ESL	PT ESL Academic Coach	601012	Stephanie Calo
Suzanna	Hylar	English and ESL	PT ESL Academic Coach	601012	Stephanie Calo
Montaha	Osman	Grants Department	CTE Academic Coach	CTE Academic Coach-601021	Kenny Fabara
Neel	Patel	Information Technology Services	Instructional Lab Assistant	253025	Diana Perez
Sylus	Salgado	Information Technology Services	Instructional Lab Assistant	253025	Diana Perez
Damyan	Velazquez	Mail Room and Copy Center	Customer Service Assistant	253035	Frederick Medina
Jason	Altilio	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Elijah	Gerald	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Julio	Machado	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Donald	Pace	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Kaishena	Shiwnarayan	Testing and Assessment	Testing Assistant/Proctor	200530-505455	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 5.*

**6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS**

<b>First Name</b>	<b>Last Name</b>	<b>Department</b>
Alyza	Brevard-Rodriguez	Business, Culinary Arts, and Hospitality Management
Charles C.	Cho	Business, Culinary Arts, and Hospitality Management
Ebato	Daichi	Business, Culinary Arts, and Hospitality Management
Marta	Bialkowski	English and ESL
Sandy	Bonilla	English and ESL
Nicole A.	Boone	English and ESL
Claudine L.	Boros	English and ESL
Clyde	Brown	English and ESL
Ana	Carapostol	English and ESL
Carrie Anne	Diaz Tocci	English and ESL

Scott	Guterman	English and ESL
Sean Adam	Hughes	English and ESL
Athar	Javaid	English and ESL
James V.	Ryan	English and ESL
Justine	Valinotti	English and ESL
Tosha D.	Bratcher	Nursing and Health Professions
Sunday	Olaode	Nursing and Health Professions

**RECOMMENDATION:** *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of New Hire Adjunct Instructors listed above as Personnel Recommendation Item No 6.*

**7. MODIFICATIONS TO STAFFING TABLE**

<b>Current Approved Title</b>	<b>New Title</b>	<b>Incumbent (If applicable)</b>	<b>Salary Grade and Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
Transcript Evaluator	Transcript Coordinator	Jacqueline Castillo	Grade 109 Salary Adjustment From \$ 47,656.42 To \$ 54,154.55	February 22, 2023
Academic Advisor	Academic Counselor	Jamar Johnson	Salary Grade 110 Salary Adjustment From \$49,401.82 To \$ 51,871.91	February 22, 2023
Programming Coordinator, Student Life and Leadership	Assistant Director	N/A	Salary Grade 113	February 22, 2023
N/A	Transfer Pathways Coordinator	N/A	Salary Grade 109	February 22, 2023
N/A	Career Advisor, Center for Adult Transition (Grant-funded)	N/A	Salary Grade 109	February 22, 2023
N/A	Executive Assistant, Advancement and Communications	N/A	Salary Grade 114	February 22, 2023

**RECOMMENDATION:** *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Modifications to Staffing Table listed above as Personnel Recommendation Item No 7.*

**8. RESOLUTION TO APPROVE POLICY ON ACCOMMODATIONS**

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

**WHEREAS,** the President, Administration, and Personnel Committee recommend implementation of the Policy on Accommodations; and,

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

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

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

**9. RESOLUTION TO APPROVE POLICY ON NON-DISCRIMINATION AND HARASSMENT**

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

**WHEREAS**, the President, Administration, and Personnel Committee recommend implementation of the Policy on Non-Discrimination and Harassment; and,

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

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

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

**10. RESOLUTION TO APPROVE POLICY ON SEXUAL HARASSMENT AND TITLE IX**

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

**WHEREAS**, the President, Administration, and Personnel Committee recommend implementation of the Policy on Sexual Harassment and Title IX; and,

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

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

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

The Board of Trustees approved the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-10.**

1) Resignations; 2) Appointment of Staff; 3) Appointment of Temporary Faculty; 4) Appointment of Temporary Staff; 5) Authorization of Part-time Staff, as Needed; 6) Appointment of New Hire Adjunct Instructors; 7) Modifications to Staffing Table; 8) Policy on Accommodations; 9) Policy on Non-discrimination and Harassment; and 10) Policy on Sexual Harassment and Title IX.

*Introduced by: Jeanette Peña  
Seconded by: Pamela Gardner*

9 Ayes.....0 Nays

*Resolutions Adopted*

## **Resolution 8 – Attachment**

### **POLICY ON ACCOMMODATIONS**

#### **Purpose:**

The purpose of this Policy on Accommodations is to ensure that Hudson County Community College (“College”) provides equal access to employment and educational opportunities, programs, services, and facilities for individuals with disabilities or different learning and working abilities. These students, employees, and members of the public, who are beneficiaries of the college's programs and services, are essential members of the diverse culture of our campuses. The College is committed to providing these individuals with an inclusive educational experience.

#### **Policy:**

The College and its Board of Trustees (“Board”) prohibit discrimination on the basis of disability. The College is committed to providing equal access to employment and educational opportunities, programs, services and facilities for individuals with disabilities and different learning and working abilities in accordance with the Americans with Disabilities Act (ADA) of 1990 as amended in 2008; Section 504 of the Rehabilitation Act of 1973 (Section 504); the New Jersey Law Against Discrimination, which prohibits discrimination on the basis of disability; and other applicable rules and regulations as may be amended from time to time.

The College recognizes that some individuals, including individuals with disabilities as defined by the applicable laws, may need reasonable accommodations to participate in or benefit from its educational programs, services, and activities, and to have equal employment opportunities.

The College will provide reasonable and appropriate accommodations in accordance with the applicable laws to enable qualified employees, students, and members of the public to participate fully in the campus community. Employees, students, and members of the public with disabilities who are seeking accommodations should notify the Office of Accessibility Services of any accommodation requests and supply all required supporting documentation.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Accessibility Services will ensure compliance with this policy in all matters.

**Approved:** May 2021; February 2023

**Approved by:** Board of Trustees

**Category:** Accessibility Services

**Subcategory:** Accommodations

**Responsible Office(s):** Accessibility Services

**Scheduled for Review:** February 2026



## **Resolution 9 – Attachment**

### **POLICY ON NON-DISCRIMINATION AND HARASSMENT**

#### **Purpose:**

The purpose of this Policy on Non-Discrimination and Harassment is to ensure all students, employees, community members of Hudson County Community College (“College”), and other members of the public an environment free of any type of unlawful discrimination, including freedom from harassment on the basis of any protected classification.

#### **Policy:**

The College and its Board of Trustees (“Board”) are committed to providing a working and learning environment free from discrimination and unlawful harassment based on sex, affectional or sexual orientation, race, color, religion, national origin, age, disability, ancestry, atypical hereditary cellular or blood trait (AHCBT), liability for service in the Armed Forces of the United States, creed, handicap, marital status, familial status, genetic information, refusal to submit to genetic testing, refusal to provide genetic information, or nationality of that person or that person’s spouse, partners, members, officers, managers, superintendents, agents, employees, business associates, suppliers, or customers (collectively the “protected classifications”).

The College will not tolerate discrimination or unlawful harassment as outlined under *Title VII of the Civil Rights Act of 1964*; *Title VI of the Civil Rights Act of 1964*, which prohibits discrimination based on race, color, or national origin (including language); *Section 504 of the Rehabilitation Act of 1973*, which prohibits discrimination based on disability; *Title IX of the Education Amendments Act of 1972*, which prohibits discrimination based on sex in education programs or activities; *Age Discrimination Act of 1975*, which prohibits discrimination based on age; and *U.S. Department of Homeland Security Regulation 6 C.F.R. Part 19*, which prohibits discrimination based on religion in social service programs, including any federal, state, and county regulations and guidelines as may be amended from time to time. Acts or incidents of unlawful harassment should be promptly reported in accordance with the procedures outlined below.

The College will investigate all reports of unlawful harassment. Retaliation against anyone who takes action to oppose discrimination, files a report, grievance, or participates in the investigation of a grievance, is prohibited. Violation of this Policy will be subject to disciplinary action up to and including termination from employment or removal from campus. Those who violate this Policy also risk personal legal liability.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Human Resources will ensure compliance with this policy in all personnel actions.

**Approved:** August 12, 2008; Amended November 2018, August 2019, August 2020, February 2023.

**Approved by:** Board of Trustees

**Category:** Nondiscrimination, Anti-Harassment

**Responsible Office(s):** Human Resources; Diversity, Equity and Inclusion

**Scheduled for Review:** February 2026

## **Resolution 10 – Attachment**

### **POLICY ON SEXUAL HARASSMENT AND TITLE IX**

#### **Purpose:**

The purpose of this Policy on Sexual Harassment and Title IX is to ensure all students, employees, community members of Hudson County Community College (“College”), and members of the public an environment free from sexual harassment and discrimination on the basis of sex in all programs and activities of the College.

#### **Policy:**

The College and its Board of Trustees (“Board”) seek to foster a safe and healthy working and learning environment built on mutual respect and trust. At the foundation of the College’s mission is the recognition of the equal and inviolable dignity and worth of every person. Sexual Harassment of any kind is a serious violation of these principles and will not be tolerated in any form, including any action that jeopardizes equal access to education on the basis of sex, as may be outlined under Title IX of the Education Amendments of 1972, with the accompanying federal regulations and guidance, the Clery Act, the Violence Against Women Act (VAWA), and any relevant federal, state, county laws, and regulations that may be added or amended from time to time. Any member of the College community or the public, who encourages, aides, assists or participates in any act of Sexual Harassment against another, is in violation of the College’s disciplinary policies, VAWA, and Title IX. Violence that is not of a sexual nature is also incompatible with the College’s mission and a violation of College policies. Policies and procedures governing incidents of violence that are not of a sexual nature are covered separately.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Diversity, Equity and Inclusion will ensure compliance with this policy, including training.

**Approved:** November 2018; Amended November 2019, September 2020, October 2022, February 2023.

**Approved by:** Board of Trustees

**Category:** Sexual Harassment

**Responsible Office(s):** Diversity, Equity and Inclusion; Human Resources; Student Affairs

**Scheduled for Review:** February 2026

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-6:**

1. Resolution Authorizing Observance of Eid al-Fitr and Diwali Holidays on Academic Calendars was approved.
2. Resolution Authorizing Academic Calendars for the Winter, Spring, and Summer 2024 Terms was approved.
3. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City Medical Center, an affiliate of RWJ Barnabas Health, Inc., for Clinical Experiences in HCCC's Registered Nursing (RN) Program, was approved.
4. Resolution Authorizing Renewal of Memorandum of Understanding Between Hudson County Community College and the County of Hudson Department of Health and Human Services Office of Inclusion and Accessibility, the New Jersey Division of Vocational Rehabilitation Services, and North Jersey Friendship House, for the Delivery of the Project SEARCH Program at the North Hudson Campus, was approved.
5. Resolution Authorizing Amendment to Existing Agreement Between Hudson County Community College and Fairleigh Dickinson University (FDU) for Academic Pathways in Construction Management, was approved.
6. Resolution Authorizing Community Partner Agreement Between Hudson County Community College (HCCC) and Dimension NJ 1, LLC, was approved.

*Introduced by: Pamela Gardner*

*Seconded by: Jeanette Peña*

*9 Ayes.....0 Nays*

*Resolutions Adopted*

**X. NEW BUSINESS**

*Trustee Gardner offered the following remarks.*

I have information from ACCT conferences for our Trustees. It is the ACCT Strategic Plan and Diversity, Equity, and Inclusion checklist and implementation guide for community college boards. We need to do this right and be aware of what we're looking for. In the documents you will find the best practices and our tool kit. If you could look that over, I would really appreciate it.

*Chairman Netchert called on nominations for the position of Secretary/Treasurer to the Board of Trustees.*

Secretary/Treasurer Nominee: Pamela Gardner

Nominated by: Roberta Kenny

Second by: Bakari Lee

*Introduced by: Roberta Kenny*

*Seconded by: Bakari Lee*

*9 Ayes.....0 Nays*

*Resolution Adopted*

**XI. ADJOURNMENT at 5:58 p.m.**

*Introduced by: Bakari Lee*  
*Seconded by: Harold Stahl*

*9 Ayes.....0 Nays*

*Resolution Adopted*

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

**March 21, 2023**

**VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS**

**1. Resolution Authorizing Agreement for Research-as-a-Service (RaaS) Platform**

**WHEREAS**, Hudson County Community College (“College”) needs the services of a consultant to provide data analysis and modeling; survey design, administration, and analysis; program assessment and evaluation; benchmarking; market research; economic impact studies; environmental scans; and grant and sponsored research optimization (“Services”); and,

**WHEREAS**, pursuant to N.J.S.A. 18:64A-25.5 (a) (15), professional consulting services are exempt from public bidding; and,

**WHEREAS**, notwithstanding the bid exemption, the College solicited proposals for the Services through a fair-and-open process and issued a Request-for-Proposal (“RFP”) for the Services for a term not to exceed one (1) year; and,

**WHEREAS**, the College received the following proposals in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
EAB Global, Inc.	Washington, DC	\$21,500
Hanover Research	Arlington, VA	\$61,500

**WHEREAS**, the proposal from EAB Global, Inc. did not meet the requirements of the RFP because the proposal did not include all services requested, including data analysis and modeling; survey design, administration, and analysis; and economic impact studies; and,

**WHEREAS**, the proposal from Hanover Research met the requirements of the RFP; and,

**WHEREAS**, the College has determined that the proposal submitted by Hanover Research is in the best interests of the College, price and other factors considered; 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 for the services to Hanover Research of Arlington, Virginia, consistent with the terms described herein at a cost not to exceed \$61,500.

**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 for Fundraising and Engagement Platform**

**WHEREAS**, Hudson County Community College (“College”) needs to purchase a platform to assist with fundraising and engagement (“Services”); and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (1), the Services are exempt from public bidding as they constitute professional services; and,

**WHEREAS**, notwithstanding the bid exemption, the College solicited proposals for the Services through a fair-and-open process and issued a Request-for-Proposal (“RFP”) for the Services for a term not to exceed one (1) year; and,

**WHEREAS**, the College received the following proposal in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Carahsoft	Reston, VA	\$227,089

**WHEREAS**, the College has determined that the proposal submitted by Carahsoft is in the best interests of the College, price and other factors considered; and,

**WHEREAS**, this proposal includes implementation and one-time fees for a total cost of \$159,278, and an annual license fee of \$67,811; 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 for the services with Carahsoft of Reston, Virginia, consistent with the terms described herein at a cost not to exceed \$227,089.

**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 for Portal Redesign**

**WHEREAS**, Hudson County Community College (“College”) needs to redesign and retire the Portal Information System (“Services”) in order to be consistent with the redesigned website system of HCCC.edu, to be more accessible, and easier to use; and,

**WHEREAS**, the College requires a secured website presence for students, faculty, and staff to access sensitive and confidential information and systems; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (1), the Services are exempt from public bidding as they constitute professional services; and,

**WHEREAS**, notwithstanding the bid exemption, the College solicited proposals for the Services through a fair-and-open process and issued a Request-for-Proposal (“RFP”) for the Services for a term not to exceed one (1) year; and,

**WHEREAS**, the College received the following proposals in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
iFactory	Boston, MA	\$129,600
Yoodel, LLC	Kansas City, MO	\$77,500

**WHEREAS**, the College has determined that the proposal submitted by iFactory is in the best interests of the College, all factors considered, including their experience with the redesigned HCCC website; years of overall experience; expertise on Modern Campus CMS with thirty-one (31) joint projects; more significant resources with guaranteed rounds of design; and considering that Yoodle would require redundant processes of development that the college has already experienced with iFactory; 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 for the services with iFactory of Boston, Massachusetts, consistent with the terms described herein at a cost not to exceed \$129,600.

**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 Desktops for the Testing Center**

**WHEREAS**, Hudson County Community College (“College”) needs to purchase forty-five (45) desktop systems to replace outdated hardware in the Testing Center; and,

**WHEREAS**, pursuant to N.J.S.A 18A:64A:25.19, the College may, without public advertisement, purchase goods and/or services through State contracts; and,

**WHEREAS**, Dell (New Jersey State Contract #89967) has quoted a price for the laptop systems at a cost not to exceed \$91,686; 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 Dell of Round Rock, Texas, to provide the computers and webcams as described herein at a cost not to exceed \$91,686.

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

**5. Resolution Authorizing Annual Commencement Formal Dinner for Graduates to be Funded through Student Life Fee Revenue**

**WHEREAS**, Hudson County Community College (“College”) holds an annual Commencement dinner for graduates; and,

**WHEREAS**, the dinner will take place on Monday, May 15, 2023 at Hudson House (“HH”); and,

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

**WHEREAS**, HH will host the dinner at a total cost not to exceed \$34,375; and,

**WHEREAS**, the cost of this dinner will be funded through the Student Life Fee; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve the dinner at Hudson House of Jersey City, New Jersey, as described herein at a cost not to exceed \$34,375.

**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 Turnkey Replacements for 870 Bergen Avenue HVAC Units**

**WHEREAS**, Hudson County Community College (“College”) needs to purchase and install sixteen (16) Variable Air Volume (“VAV”) controllers, sensors, and valve actuator replacements for HVAC units at 870 Bergen Avenue rooftop (“Project”); and,

**WHEREAS**, pursuant to N.J.S.A.52:34-6.2, the College may, without public bidding, purchase goods and services through national cooperatives; and,

**WHEREAS**, Lightning Mechanical was awarded a contract through E&I Cooperative Services, a national cooperative, and has quoted a price for the HVAC replacement and installation at a cost not to exceed \$86,957; and,

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

**WHEREAS**, the Administration, Finance Committee, and Capital Projects Advisory Committee recommend payment for these services;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Lightning Mechanical of Maplewood, New Jersey, to provide an HVAC replacement system as described herein at a cost not to exceed \$86,957.

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

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII., Fiscal, Administrative, Lease and Capital Recommendations 1-6.**

1) Resolution Authorizing Agreement for Research-as-a-Service (RaaS) Platform; 2) Resolution Authorizing Agreement for Fundraising and Engagement Platform; 3) Resolution Authorizing Agreement for Portal Redesign; 4) Resolution Authorizing Purchase of Desktops for the Testing Center; 5) Resolution Authorizing Annual Commencement Formal Dinner for Graduates to be Funded through Student Life Fee Revenue; and 6) Resolution Authorizing Purchase of Turnkey Replacements for 870 Bergen Avenue HVAC Units.

**INTRODUCED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**DATE:** March 21, 2023

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

\_\_\_\_\_ Aye      \_\_\_\_\_ Nay



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

*March 21, 2023*

**VIII. PERSONNEL RECOMMENDATIONS**

**1. SEPARATION**

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

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

**2. APPOINTMENT OF STAFF**

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

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

**3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF**

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

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

**4. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY**

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

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

## 5. APPROVAL OF FACULTY TENURE

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

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

Fidelis Foda-Kahouo, Instructor of Mathematics

Karen Galli, Instructor of English

Clive Li, Instructor of Engineering Science

Jihan Nakhla, Instructor of Medical Assisting

Fatma Tat, Instructor of Chemistry

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

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

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

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

**7. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS**

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

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

**8. MODIFICATION TO STAFFING TABLE**

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

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

**RESOLUTION**

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

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

**INTRODUCED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**DATE:** March 21, 2023

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

\_\_\_\_\_ Aye      \_\_\_\_\_ Nay

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

*March 21, 2023*

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS**

**1. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Peace Care, Inc. for Clinical Experiences in HCCC's Enhanced Certified Nurse Aide (CNA) Program**

**WHEREAS**, Hudson County Community College ("College") offers an Enhanced Certified Nurse Aide ("CNA") Program through its School of Continuing Education and Workforce Development ("CEWD"); and,

**WHEREAS**, the CNA Program includes a clinical experience component; and,

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

**WHEREAS**, Peace Care, Inc. continues to have the capacity to meet these needs of the CNA Program; and,

**WHEREAS**, Hudson County Community College seeks to renew its Agreement with Peace Care, Inc. whereby students enrolled in the CNA Program will be able to complete clinical experiences at Peace Care, Inc., retroactive to February 13, 2023; and,

**WHEREAS**, this Agreement will remain 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 Academic and Student Affairs Committee, recommend the renewal of the agreement between Hudson County Community College and Peace Care, Inc.;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the renewal of the Agreement between Hudson County Community College and Peace Care, Inc., retroactive to February 13, 2023.

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

**2. Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Peace Care, Inc. for Apprenticeship Experiences in HCCC's Enhanced Certified Nurse Aide (CNA) Program**

**WHEREAS**, Hudson County Community College ("College") offers the Enhanced Certified Nurse Aide ("CNA") Program under the NJHealthWorks Scaling Apprenticeship Program ("Program") through its School of Continuing Education and Workforce Development ("CEWD"); and,

**WHEREAS**, the Program requires employment at a health care facility during Required Technical Instruction ("RTI"); and,

**WHEREAS**, the Program requires a mentor from Peace Care, Inc. to oversee the apprentice during RTI; and,

**WHEREAS**, Peace Care, Inc. continues to have the capacity to meet the needs of the CNA program; and,

**WHEREAS**, Hudson County Community College seeks to renew its Memorandum of Understanding (“MOU”) with Peace Care, Inc. whereby students enrolled in the Program will be able to complete all requirements of the NJHealthWorks Scaling Apprenticeship Grant at Peace Care, Inc., retroactive to February 13, 2023; and,

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

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the renewal of the MOU between Hudson County Community College and Peace Care, Inc.;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the renewal of the Memorandum of Understanding between Hudson County Community College and Peace Care, Inc., retroactive to February 13, 2023.

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

**3. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Newport Swim and Fitness for Internship Experiences in HCCC’s Exercise Science and Personal Fitness Training Programs**

**WHEREAS**, Hudson County Community College (“College”) offers an Associate of Science in Exercise Science degree program and a Proficiency Certificate in Personal Fitness Training (collectively, “Programs”) through its School of Nursing and Health Professions; and,

**WHEREAS**, the Programs include an internship component; and,

**WHEREAS**, the Programs require additional sites at which its students can fulfill the requisite internship experiences; and,

**WHEREAS**, Newport Swim and Fitness continues to have the capacity to meet the needs of the Programs; and,

**WHEREAS**, Hudson County Community College seeks to renew its Affiliation Agreement (“Agreement”) with Newport Swim and Fitness whereby students enrolled in the Programs will be able to complete internship experiences; and,

**WHEREAS**, this Agreement will remain 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 Academic and Student Affairs Committee, recommend the renewal of the Agreement between Hudson County Community College and Newport Swim and Fitness;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the renewal of the Agreement between Hudson County Community College and Newport Swim and Fitness, effective May 1, 2023.

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1-3:**

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

**INTRODUCED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**DATE:** March 21, 2023

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

\_\_\_\_\_ Aye      \_\_\_\_\_ Nay

## ***Supporting Documents***



**AFFILIATION AGREEMENT BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE AND PEACE CARE INC.**

The continuation of this Affiliation agreement, effective February 13, 2023, by and between Hudson County Community College (“College”), located at 161 Newkirk Street Jersey City, New Jersey 07306, and Peace Care, Inc. (“Peace Care”) at Peace Care, Inc. St. Ann's at 198 Old Bergen Rd. #2622, Jersey City, NJ 07305 and Peace Care, Inc. St. Joseph's at 537 Pavonia Ave., Jersey City, NJ 07306”) (collectively, the College and Peace Care are referred to as the “parties”) is the Enhanced Certified Nurse Aide Program (“program”). The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing February 13, 2023, and continuing until February 12, 2025.

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement of both parties.

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. Students enrolled in the program as of the date of termination shall be entitled to continue through the end of their clinical rotations for the they are attending.

Peace Care, Inc. may immediately terminate a student(s) participation in the program established under this agreement, if Peace Care, Inc. believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with the Peace Care, Inc.’s standards, policies, procedures, or health requirements.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.



- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To require students to conform to the rules, regulations, and policies of Peace Care, Inc.. These rules, regulations and policies will be available and reviewed with the students/Faculty by Peace Care, Inc..
- g. To require student's statement of health screening to include:
  - a. Physical exam
  - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
  - c. Submission of a criminal background check and fingerprinting prior to certification
  - d. Two COVID-19 vaccinations and two Boosters. Includes any additional requirements by the CDC and New Jersey Department of Health based on consistently updated protocols for long-term care providers.
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.
- j. To complete criminal background checks on students and provide Peace Care, Inc. with such evidence upon request.

### 3. **PEACE CARE, INC. RESPONSIBILITIES**

Peace Care, Inc. agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. Peace Care, Inc. shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the clinical experience with Peace Care, Inc. will be jointly shared by Peace Care, Inc.'s staff and the College's instructors, subject at all times to the policies, rules, and regulations of Peace Care, Inc..
- b. A student of the College may be assigned to any facilities or programs within the Peace Care, Inc. system.
- c. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Peace Care, Inc.'s policies, rules, and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and Peace Care, Inc..
- f. The College and Home shall at all times be independent contractors. Nothing in this agreement shall be construed, or is intended, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Home.

5. **INSURANCE**

During the term of this Agreement, the College shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its students, Faculty, officers, or employees with respect to any liability arising out of their participating in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The College shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

Both the College and Peace Care, Inc. shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including personally identifiable information and records pertaining to patients and students.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Peace Care, Inc., and its respective officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a resident or that resident's

agent or family) which may be imposed upon, incurred, or brought against Peace Care, Inc. as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students or Faculty committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the Peace Care, Inc., its officers, trustees, employees, Faculty, students, house staff, or attending physicians.

Peace Care, Inc. agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all claims, demands, causes of action, damages, and judgments (including, but not limited to such on behalf of a resident or that resident's agent or family), which may be imposed upon, incurred, or brought against the College as a result of any negligent acts of omission or commission by Peace Care, Inc. or its officers, directors, employees, or Faculty committed in connection with this agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the College, its officers, directors, employees, students or Faculty.

8. **EMERGENCY MEDICAL CARE**

Peace Care, Inc. agrees that College personnel assigned to Peace Care, Inc. in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense.

9. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by the State Department of Health and all applicable regulatory requirements.

10. **CHOICE OF LAW/DISPUTE RESOLUTION**

All disputes between the parties shall be governed by New Jersey law. The parties agree that the Superior Court of New Jersey venued in Hudson County shall be the exclusive jurisdiction for all matters and claims between the parties.

**Hudson County Community College**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Peace Care, Inc.**Name: Alicia CannonTitle: Director of Human ResourcesSignature: Alicia CannonDate: 2/7/23



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN:  
HUDSON COUNTY COMMUNITY COLLEGE AND PEACE CARE, INC.**

**Between:**

This MOU is a renewal between Hudson County Community College (“HCCC”) and Peace Care, Inc. for the Apprenticeship Programs through NJHealthWorks Scaling Apprenticeship Grant (“NJHW”) for Enhanced Certified Nurse Aide (CNA) Program.

**Description of Services**

HCCC, through the Continuing Education & Workforce Development department (“CEWD”) and the Center for Business & Industry (“CBI”), will provide the following Required Technical Instruction (“RTI”) for NJHW approved Programs if this Program are conducive for both HCCC and Peace Care, Inc.

**PROGRAMS**

**Outline of the Enhanced C.N.A. Program:**

- Embark Orientation 8 hours
- CNA Certificate 90 hours
- BLS for Healthcare Providers 5 hours
- Fundamental Workplace Skills 30 hours
- Medical Terminology 25 hours
- Dementia Care Training for Certification 16 hours
- **Total hours of the Apprenticeship C.N.A. Program 174 hours**

**Enhanced C.N.A. Program Cost**

HCCC NJHealthWorks Apprenticeship Grant covers total cost	\$2,500.00 per student
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**Roles and Responsibilities**

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

**Peace Care, Inc. agrees to:**

- a. Identify a staff member for day-to-day communications between Peace Care, Inc. and HCCC Healthcare Apprenticeship Coordinator.
- b. Identify a ‘mentor’ to evaluate apprentices for competency of skills over the period of a minimum of 6 months, full-time schedule of On-the-Job-Learning (OJL).
- c. Refer incumbent or newly-hired employees.
- d. Peace Care, Inc. will hire only if Peace Care, Inc. has an open position available to hire at a given time.
- e. Peace Care, Inc. will change the title, and incorporate a salary increase (could be minimal raise of \$.05/hour) of those who have passed the Program certification and been selected by the Peace Care, Inc. to be promoted.
- f. Not discriminate against any student with respect to recruitment and participation in the Program.
- g. Not hold HCCC, its employees, administrators, staff, directors, trustees, agents and assigns harmless for any damages or expenses of any kind incurred by HCCC and/or actions brought against or claims made against HCCC, its employees,

administrators, staff, directors, trustees, agents and assigns caused by the acts or omissions of Peace Care, Inc. or Program participants.

HCCC agrees to:

- a. Review the course schedule with appointed representative from (Employer Partner).
- b. Confirm student eligibility based on NJHW guidelines.
- c. Provide a Coordinator for Program's administrative oversight.
- d. Provide rooms, books, uniforms, and appropriate instructional materials, the fees for which shall be included in the tuition for each applicable Program.
- e. Include the first and second sets of testing and certification fees as part of the tuition. Any testing beyond this will be the obligation of the student.
- f. Agrees to hold Peace Care, Inc. harmless for any third-party actions brought against Peace Care, Inc. resulting from participation, instruction, or other student interaction to the extent caused by the negligence of HCCC.

**Funding for Training and Invoicing** will be provided by Bergen Community College through the NJHealthWorks Scaling Apprenticeship Grant.

**Cancellation Policy**

HCCC and Employer Partner 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. There shall be no refund of tuition or other costs paid to HCCC.

**Choice of Law/Dispute Resolution**

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

**Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement between the parties will begin on February 13, 2023 and end on February 12, 2025. 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: \_\_\_\_\_

**(Employer Partner)**

Name: Alicia Cannon

Title: Director of Human Resources

Signature: Alicia Cannon

Date: 2/7/23

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_Newport Swim and Fitness \_\_**

Agreement, effective May 1st, 2023 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Newport Swim and Fitness (Agency)  
33 River Dr. South  
Jersey City, NJ 07310**

1. **TERM**

This contract shall be for a period of two years commencing May 1st, 2023 and continuing until April 30th, 2025 for the:

**Personal Fitness Training Proficiency Certificate Program  
and  
Exercise Science Associate Degree Program**

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement of both parties.

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event the agreement is terminated, students taking part in the internship shall be able to complete the program.

NEWPORT SWIM AND FITNESS may immediately terminate a student(s) participation in the program established under this agreement, if the Agency believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.



- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of NEWPORT SWIM AND FITNESS. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
  - 1. physical exam
  - 2. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of NEWPORT SWIM AND FITNESS.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program.
- d. The student of the College will start his/her internship experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

During the term of this Agreement, the College shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its students, Faculty, officers, or employees with respect to any liability arising out of their participating in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The College shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless NEWPORT SWIM AND FITNESS, and its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians from and against any and all claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim,

demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the Agency.

NEWPORT SWIM AND FITNESS agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty members, students, house staff, and attending physicians from and against any and all claims, demands, causes of action, damages, and judgments (including, but not limited to such on behalf of a client or that client's agent or family), which may be imposed upon, incurred, or brought against the College as a result of any negligent acts of omission or commission by the Agency or its officers, directors, employees, or Faculty members committed in connection with this agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the College, its officers, directors, employees, students or Faculty.

8. **EMERGENCY MEDICAL CARE**

NEWPORT SWIM AND FITNESS agrees that College personnel and students assigned the Agency in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. Nothing set forth herein shall serve as a waiver of any claim by any individual.

9. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by the State Department of Health and all applicable regulatory requirements.

10. **JURISDICTION AND VENUE**

Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be resolved in the Hudson County Vicinage of the Superior Court of New Jersey.

11. **GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the law of the State of New Jersey without regard to New Jersey's conflict or choice of law principles or rules.

12. **NO AGENCY/PARTNERSHIP**

This Agreement neither makes nor appoints Agency as an agent of the College, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither Agency nor any

authorized person providing the services on behalf of Agency are, or shall be considered College employees. Agency shall at all times be an independent contractor while this Agreement remains in force.

Signed:

\_\_\_\_\_  
Christopher Reber, President  
Hudson County Community College

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Ralph Montenegro  
Newport Swim and Fitness Center

\_\_\_\_\_  
Date

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

**March 21, 2023**

**X. NEW BUSINESS**

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

March 21, 2023

*DeFazio, Edward*

\_\_\_\_\_

*Doria, Joseph*

\_\_\_\_\_

*Gardner, Pamela*

\_\_\_\_\_

*Gargiulo, Frank*

\_\_\_\_\_

*Kenny, Roberta*

\_\_\_\_\_

*Lee, Bakari*

\_\_\_\_\_

*Peña, Jeanette*

\_\_\_\_\_

*Rodriguez, Silvia*

\_\_\_\_\_

*Stahl, Harold*

\_\_\_\_\_

*Netchert, William, Chair*

\_\_\_\_\_

\_\_\_\_\_ Aye

\_\_\_\_\_ Nay

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

**March 21, 2023**

**XI. ADJOURNMENT**

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED THAT** the March 21, 2023 meeting of the Hudson County Community College Board of Trustees be adjourned at \_\_\_\_P.M.

**INTRODUCED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**DATE:** March 21, 2023

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

\_\_\_\_\_ Aye      \_\_\_\_\_ Nay