

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

Regular Meeting – Board of Trustees
Tuesday, August 10, 2021
5:00 P.M., Via Zoom

Download the Zoom app onto a PC, Mac, iPad, iPhone, or Android device. Only members of the public who download the Zoom app and join from a computer or mobile device will be able to participate during the *Comments from the Public* portion of the meeting.

Members of the public may visit the following link and join the Zoom Meeting Webinar via Audio-only.

Video functionality is only turned on for members of the Hudson County Community College Board of Trustees and staff as needed.

Please click the link below to join the webinar:

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Passcode: 328105

Telephone: 1 312 626 6799

Webinar ID: 938 8514 8547

Passcode: 328105

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, 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 speaker will participate via audio-only.

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Koral Booth, Student Alumni Representative, ex officio

Joseph Doria

Karen Fahrenholz, Secretary/Treasurer

Adamarys Galvin

Pamela Gardner

Roberta Kenny

Bakari Lee, Vice Chair

William Netchert, Chair

Jeanette Peña

Christopher Reber, President, ex officio

Silvia Rodriguez

Harold Stahl

- 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. *All College Council President's Report* *Dr. Cronrath*
 2. *President's Report* *Dr. Reber*
- VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS** *Dr. Reber*
1. *Minutes of Previous Meetings*
 2. *Gifts, Grants, and Contracts*
- VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS** *Dr. Reber*
- VIII. PERSONNEL RECOMMENDATIONS** *Dr. Reber*
- IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS** *Dr. Reber*
- X. NEW BUSINESS** *Mr. Netchert*
- XI. ADJOURNMENT** *Mr. Netchert*

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Koral Booth, Student Alumni Representative, ex officio _____

Joseph Doria _____

Karen Fahrenholz, Secretary/Treasurer _____

Adamarys Galvin _____

Pamela Gardner _____

Roberta Kenny _____

Bakari Lee, Vice Chair _____

William Netchert, Chair _____

Jeanette Peña _____

Christopher Reber, President, ex officio _____

Silvia Rodriguez _____

Harold Stahl _____

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

MEETING INTRODUCTION

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

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

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

III. COMMENTS FROM THE PUBLIC

If 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 speaker will participate via audio-only.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

IV. CLOSED SESSION

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

V. REPORTS

1. *All College Council President's Report – Dr. Cronrath*

2. *President's Report – Dr. Reber*

*Student Success Action Plan: Dr. Heather DeVries, Dean of Academic Affairs and Assessment
Dr. Sheila Dynan, Associate Dean for Academic and Student Success*

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of June 8, 2021 are herewith submitted to the Board Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of June 8, 2021.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

The College has received the following grant award:

TITLE: Opportunity Meets Innovation Challenge – Safe and Inclusive Learning Environments Grant

AGENCY: Office of the Secretary of Higher Education (OSHE)

PURPOSE OF GRANT: New Jersey has the opportunity to transform higher education by prioritizing student needs for postsecondary education and ensuring its workforce will be ready to meet the challenges of tomorrow's post-pandemic economy. This is an innovative, competitive grant program designed to encourage institutions of higher education to implement sustainable best practices that boost student success and lead to a measurable impact on college completion.

COLLEGE ADMINISTRATOR: Yeurys Pujols

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$499,983.00

RESOLUTION:

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

INTRODUCED BY: _____

SECONDED BY: _____

DATE: August 10, 2021

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

_____ Aye _____ Nay

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

REGULAR MEETING – BOARD OF TRUSTEES
June 8, 2021

MINUTES

PRESENT: Koral Booth, Student Alumni Representative (ex officio); Joseph Doria; Karen Fahrenholz; Pamela Gardner; Roberta Kenny; Bakari Lee; William Netchert; Jeanette Peña; Christopher Reber (ex officio); and Silvia Rodriguez

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

ABSENT: Adamarys Galvin, Harold Stahl

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

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

IV. CLOSED SESSION – *No Closed Session.*

V. REPORTS

1. President's Report

President Reber offered the following remarks.

Good evening, everyone!

As always, it's very nice seeing all of you today.

Since the fall semester just ended with completion of finals and Commencement activities, we don't have reports today from the All College Council or Student Government Association.

We were all pleased to learn about the exciting plans announced late last week for a future museum in the Pathside Building in partnership with the Centre Pompidou in Paris, France. Jersey City Mayor Steven Fulop commended Hudson County Community College and the County of Hudson for offering early support for the vision of a museum in tandem with other arts and cultural plans for Journal Square, such as the upcoming renovation of the Loews Theatre. And, of course, the College's sale of the Pathside Building to the City in 2018 has made this project possible. Chairman Netchert attended the announcement on Friday.

Mr. Chairman, thank you for your leadership and support of this and so many other partnerships with our community that have made possible all we are proud of at Hudson County Community College!

Under New Business this evening, a resolution has been introduced pertaining to negotiating and entering into an agreement with the Jersey City Redevelopment Agency

in order to sell the College's facilities at 70 Sip Avenue and 162-168 Sip Avenue. If approved, it is expected that this agreement will allow the College to continue to occupy these facilities for at least the next three years while planning for our new Academic Tower advances.

As I reported at the May meeting, we were all so pleased to learn that two HCCC students have been awarded the 2021 Jack Kent Cooke Foundation Undergraduate Transfer Scholarship. Our college community has congratulated Adoum Allamine and Pedro Moranchel in multiple ways for these transformative achievements that are a point of pride for everyone at the College. We all subsequently learned that Pedro was offered admission to Princeton University. This evening, I am pleased to share that Adoum has been offered admission to Columbia University, where he will study political science, international relations, and pre-law. Congratulations, Adoum!

We continue to celebrate these and so many other outstanding students for their accomplishments, including the celebration of our graduates and their families at our recent, inspirational Graduation Walks, and virtual Commencement Ceremony.

Recently, we received the wonderful news from the National Science Foundation that HCCC is the recipient of a first-ever NSF grant to be awarded directly to the College. We have participated in other NSF funded consortium grants involving multiple colleges, but this is our first Hudson County Community College NSF grant award. The grant will support the continued growth and development of HCCC's new Construction Management Program.

This evening, I have invited several colleagues involved in the submission of the grant to speak about the project. Joining us are Dr. Burl Yearwood, Associate Dean of STEM; Dr. Azhar Mahmood, Assistant Professor of Chemistry and Coordinator of the Construction Management Program; and Catherina Mirasol, Director of Continuing Education and Workforce Development.

Colleagues, thank you all for joining us.

I now turn this over to Dr. Yearwood and will be back with some concluding remarks after our colleagues' report.

Dr. Burl Yearwood offered the following remarks.

Thank you, Dr. Jones, Dr. Reber, and the Board of Trustees.

Construction management is a fast-growing occupation, especially in Hudson County. Unfortunately, there are not enough qualified employees to meet the demand. HCCC is addressing that need with our Associate in Applied Science degree in Construction Management. In order to better prepare our students to succeed in the workforce, HCCC applied for and was awarded a prestigious National Science Foundation Advanced Technological Education grant. The grant is for 3 years and almost \$300,000.

This grant is an important step in the right direction for the STEM Division. HCCC is growing a grants culture, in which faculty apply for and receive grants on a regular and reoccurring basis. STEM and Careers in Technical Education (CTE) are a primary focus of the federal government to ensure that the U.S. remains technologically competitive in the global arena. There is an emphasis by funding agencies on increasing the numbers of women and other minorities in STEM. The STEM Division is poised to respond to that challenge. One of the overarching goals of this grant is to encourage and support women and other minorities to enter and remain in the construction management field.

Large and important grants like this only happen with the support of a great team. I would especially like to thank staff in the Offices of Business and Finance, Continuing Education and Workforce Development (CEWD), Grants, the President's office, Academic Affairs, MAST Construction, and other external partners. This team effort is a hallmark of HCCC. Thank you for your time.

Dr. Azhar Mahmood offered the following remarks.

Good evening. The project has four goals.

Goal 1: Address Skilled Workforce Demand in Construction Management. The project will better address the need to increase skilled sub-bachelor degree construction managers (middle-skill STEM professionals) to address needs of the workforce in Hudson County, Metropolitan New York, and neighboring states.

Goal 2: Industry Exposure and Workforce Connections Through Internships. Student participation in industry outreach programs to improve career knowledge, understanding and development of career pathways.

Goal 3: Professional and Entrepreneurial Skill Development. Development of professional and entrepreneurship skills in technicians by engaging them in problem-based learning using projects of interest to local industry and working with local economic investment organizations that provide experience for students to interact with entrepreneurs.

Goal 4: Professional Development of Faculty and Annual Alignment of Curricula with Industry Needs, Including Stackable Certificates. Professional development promotes faculty responsibility for continuous, career-long growth based not only upon the trial and error of experience, but also theory, research, and professional collaborations with colleagues.

Catherina Mirasol offered the following remarks.

The Division of Continuing Education and Workforce Development is an exciting and entrepreneurial office within the College, which offers a wide variety of non-credit classes, courses, seminars and training sessions for the community. These offerings are focused on revitalizing careers, upgrading skills and credentials, growing businesses, and pursuing pastimes and passions. The HCCC Center for Business and Industry (CBI) delivers educational classes and programs for Hudson County's businesses, organizations and individuals.

Our Division will work with the Construction Management Program team to develop the Industry-Education Advisory Board by actively recruiting industry employer partners. Our Division will also coordinate events involving industry stakeholders and assist with student experiential learning and employment opportunities.

President Reber resumed his remarks.

Thanks so much, Burl, Azhar and Catherina. We look forward to supporting, and observing the outcomes, of this exciting project.

We were delighted to learn last week that Hudson County Community College has been awarded \$2.7 million through the *Securing Our Children's Future* Bond Act, which requires a 25% match by the College, to fund technology upgrades in the STEM Building and Culinary Conference Center. The funding will be used to add and enhance HCCC's Immersive Telepresence Video, or ITV, classroom technology. This technology provides a superior, live, collaborative experience for remote students in courses that blend on-

campus and remote teaching and learning, and for students attending courses simultaneously at both the Journal Square and North Hudson campuses.

ITV allows faculty and students to share lessons and assignments in multiple ways, utilizing classroom computers or wireless student devices. Maximum movement and superior in-room experiences come from hands-free microphones and ceiling-mounted speakers. Voice tracking technology focuses tightly on the person speaking. This focus creates a personal conversation rather than a wide-angle, distant experience.

The new, grant-funded and enhanced technology in the Culinary Conference Center, and STEM Building's high-touch labs, will include a third camera in the classrooms to focus on the tactile experience. For example, a ceiling shot showing hands kneading bread, chopping vegetables, or icing a cake; or capturing experiment techniques to ready students for their in-lab experiences. Stations such as spectrometers, microphones, vented areas, anatomy, and the like will allow a focused view for remote students to become technologically immersed into a class.

This ITV technology that has been employed and expanded throughout the College during the pandemic will serve our students and staff exceedingly well going forward and into our "new normal." Through this technology, we have been able to add nine full program offerings at the North Hudson Campus, bringing total full program offerings there to 19. The technology will also be used to facilitate meeting and event attendance by students, faculty, staff and others on both campuses and at other locations.

I thank Vice President Nicholas Chiaravalloti, Chief Information Officer Trisha Clay, staff in our Grants Office, and other colleagues for preparing and submitting our successful application for this new funding.

Trustees, this concludes my report.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. *Minutes of the Regular Meeting of May 11, 2021*

2. *Gifts, Grants, and Contracts Report*

Hudson County Community College has been informed of our approved allocation for the following grant:

TITLE: Securing Our Children's Future Bond Act

AGENCY: New Jersey Department of Education

PURPOSE OF GRANT: The grant will fund technological facilities and enhancements in the College's STEM Building and Culinary Conference Center.

COLLEGE ADMINISTRATOR: Lori Margolin

COLLEGE CONTRIBUTION: \$684,329.00

AWARD AMOUNT: \$2,737,317.00

TOTAL COST OF PROJECT: \$3,421,646.00

Introduced by: Jeanette Peña

Seconded by: Joseph Doria

8 Ayes.....0 Nays

Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-13

1. Resolution Authorizing Renewal of Labster License to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant
2. Resolution Authorizing Purchase of Accuplacer Exams
3. Resolution Authorizing Purchase of Multilingual Support
4. Resolution Authorizing Renewal of Canvas Cloud Software
5. Resolution Authorizing Renewal of College-Wide Telephone System Services
6. Resolution Authorizing Renewal of Cisco Unified Communications Telephone System Service
7. Resolution Authorizing Renewal of Maintenance and Repair Services for Fire Alarms
8. Resolution Authorizing Renewal of Contract for Dental Insurance
9. Resolution Authorizing Renewal of Achieving the Dream Contract
10. Resolution Authorizing Renewal of Media Services Contract (Altice) for Cable Advertisements for Fiscal Year 2022
11. Resolution Authorizing Renewal of Media Services Contract (News 12) for Cable Advertisements for Fiscal Year 2022
12. Resolution Authorizing Renewal of Media Services (effectv) for Cable Advertisements for Fiscal Year 2022
13. Resolution Authorizing Renewal of Liability & Casualty Insurance for Fiscal Year 2022

Introduced by: Bakari Lee
 Seconded by: Jeanette Peña
 8 Ayes.....0 Nays Resolution Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-13

1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Amy	Keavy	Librarian	May 28, 2021
Shaun	Sugrue	College Lecturer, Radiography	June 17, 2021
Djadji	Sylla - Samassa	Coordinator, Continuing Education and Workforce Development	June 10, 2021

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

First Name	Last Name	Title	Effective Date	Annual Salary
Katherine	Morales	Director, Hudson Helps Resource Center (Grant-funded)	June 21, 2021	\$ 77,000
Alexandra	Plante	Director of Library Instruction	June 14, 2021	\$ 70,000

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

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Omar	Hamza	Student Services Assistant	July 1, 2021	December 31, 2021	\$ 38,000
Anne	Hutchinson	Librarian	June 9, 2021	December 31, 2021	\$ 53,000
Nicholas	Mangal	Academic Counselor (Grant-funded)	June 9, 2021	May 12, 2022	\$ 48,000
Hamza	Saleem	Admissions Advisor	July 1, 2021	December 31, 2021	\$ 38,000
Alison	Wakefield	Interim Associate Dean, Humanities and Social Sciences	July 1, 2021	December 31, 2021	\$ 95,000
Katherine	Zambrano	Library Associate	July 1, 2021	December 31, 2021	\$ 30,000
Imane	Zehaf	Financial Counselor (Grant-funded)	June 9, 2021	December 31, 2021	\$ 40,000

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

4. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY, FALL 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Philip	Doku	Instructor (Non-tenured)	August 16, 2021	\$ 55,434.92

RECOMMENDATION: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-Time Faculty for Fall 2021, as listed above, as Personnel Recommendation Item No. 4.

5. REAPPOINTMENT OF FULL-TIME TENURE-TRACK FACULTY, ACADEMIC YEAR 2021-22

REPORTS/BACKGROUND

First Name	Last Name	Title
Bernard	Adamitey	Instructor, Academic Foundations Math
Jeanne	Baptiste	Instructor, English
Heather	Connors	Instructor, English
Fidelis	Foda-Kahouo	Instructor, Mathematics
Karen	Galli	Instructor, English
Karen	Hosick	Instructor, Exercise Science
Clive	Li	Instructor, Engineering Sciences
Jihan	Nakhla	Instructor, Medical Assisting Program
Mohammad	Qasem	Instructor, Physics
Gilda	Reyes	Instructor, Speech
Laura	Samuelsen	Instructor, Academic Foundations Math
Fatma	Tat	Instructor, Chemistry
Rong "Carrie"	Xiao	Instructor, Accounting

RECOMMENDATION: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Reappointment of Full-Time Tenure-Track Faculty for Academic Year 2021-22, as listed above, as Personnel Recommendation Item No. 5.

6. REAPPOINTMENT OF FULL-TIME LECTURERS, ACADEMIC YEAR 2021-22

REPORTS/BACKGROUND

First Name	Last Name	Title
Patrizia	Barroero	Lecturer, Transitional Program
Mary Ellen	Cvek	Lecturer, Nursing
Sharon	Daughtry	Lecturer, Business
Griselda	Frane	Lecturer, Nursing
Ruthann	Kelman	Lecturer, Clinical Nurse Specialist, Maternal Child Nursing
Marissa	Lontoc	Lecturer, Baking and Pastry Arts
Kathleen	Meehan-Hart	Lecturer, Clinical Nurse Specialist, Maternal Child Nursing
Jedediah	Palmer	Lecturer, ESL
Carmen	Pelardis	Lecturer, Nursing
Nancy	Saliba	Lecturer, Nursing
Richard	Walker	Lecturer, Criminal Justice
Michael	Whelpley	Lecturer, Academic Foundations English

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Reappointment of Full-Time Lecturers for Academic Year 2021-22, as listed above, as Personnel Recommendation Item No. 6.*

7. AUTHORIZATION OF PART-TIME STAFF THROUGH JUNE 2022, AS NEEDED

First Name	Last Name	Department	Title	Position ID	Supervisor
Amy	Brown	Academic Development and Support Services	Academic Coach	GRATUT-601021	Pamela Bandyopadhyay
Doris Grace	Ervin	Academic Development and Support Services	Academic Coach	GRATUT-601021	Pamela Bandyopadhyay
Soumeya	Nasri	Academic Development and Support Services	Academic Coach	GRATUT-601021	Pamela Bandyopadhyay
Dimarie	Pagan	Academic Development and Support Services	CRN Bridge Academic Coach	603017	Pamela Bandyopadhyay
Derkyl	Paton	Academic Development and Support Services	Academic Coach	GRATUT-601021	Pamela Bandyopadhyay
Rodrigo	Romea	Academic Development and Support Services	Academic Coach	GRATUT-601021	Pamela Bandyopadhyay
Adita	Singh	Academic Development and Support Services	Office Assistant	OFFFAST-101010	Pamela Bandyopadhyay
Nasly	Aguilar	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Nicole	Barnes	Accessibility	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Lisette	Borgono	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Laura	Brinkley	Accessibility	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Laura	Burnett	Accessibility	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Javier	Cabezas-Velasquez	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Marisa	Daponte	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Angel	Dumancela	Accessibility	Notetaker/Reader	READER-150525	Karine Davis

Fernanda	Figuroa	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Marci	Friedman	Accessibility	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Ashley	Melendez	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Kimberly	Muller	Accessibility	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Gabrielle	Reeves	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Lisbeth	Romero	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Teresa	Sierra	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Alexandria	Stanley	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Dhrushna	Vasram	Accessibility	Notetaker/Reader	READER-150525	Karine Davis
Joseph	Arce	Advisement and Transfer Services	Office Assistant	200510	Sheila Dynan
Candice	Fernandez	Advisement and Transfer Services	PT Advisor	200510	Sheila Dynan
Angeline	Plummer	Advisement and Transfer Services	PT Advisor	200510	Sheila Dynan
Americo	Soria	Advisement and Transfer Services	PT Advisor	200510	Sheila Dynan
Danielle	Wooton	Advisement and Transfer Services	PT Advisor	200510	Sheila Dynan
Robert	Bennett	Business, Culinary Arts, and Hospitality Management	Additional Assignment	ADDASIG-101030	Ara Karakashian
Shawn	Chitty	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Anthony	Clode	Business, Culinary Arts, and Hospitality Management	Receiving Clerk & Additional Assignment	RECLERK-101030 & PTAACAI-101030	Ara Karakashian
Kim	Fong	Business, Culinary Arts, and Hospitality Management	PT Instructor/Assistant	PTAACAI-101030	Ara Karakashian
Beth	Karam-Putt	Business, Culinary Arts, and Hospitality Management	PT Instructor/Assistant	AADDASIG-101030	Ara Karakashian
Victor	Moruzzi	Business, Culinary Arts, and Hospitality Management	PT Instructor/Assistant	ADDASIG-101030	Ara Karakashian
Frank	Pascale	Business, Culinary Arts, and Hospitality Management	PT Instructor/Assistant	PTAACAI-101030	Ara Karakashian
Matthew	Siciliano	Business, Culinary Arts, and Hospitality Management	PT Instructor/Assistant	AADDASIG-101030	Ara Karakashian
Tonja	Webb	Business, Culinary Arts, and Hospitality Management	PT Instructor/Assistant	PTAACAI-101030	Ara Karakashian

David	Adeyemi	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Patricia	Gonzalez	Continuing Education and Workforce Development	PT Instructor	PTINST-103005, 102010, 605020, & 603090	Catherina Mirasol
Marlenne	Andalia	Educational Opportunity Fund Program	Peer Mentor	EOF	Jose Lowe
Fatime	Diop	Educational Opportunity Fund Program	Peer Mentor	603042	Jose Lowe
Lynnette	Dortrait	Educational Opportunity Fund Program	Summer Academy Instructor	603041	Jose Lowe
Victoria	Ferreira	Educational Opportunity Fund Program	Peer Mentor	603042	Jose Lowe
Tytianna	Jackson	Educational Opportunity Fund Program	PT Instructor	603041	Jose Lowe
Cesar	Jaramillo	Educational Opportunity Fund Program	PT Instructor	603041	Jose Lowe
Omar	Law	Educational Opportunity Fund Program	Peer Mentor	603042	Jose Lowe
Michele	Moore	Educational Opportunity Fund Program	PT Instructor	603041	Jose Lowe
Christine	Olukere	Educational Opportunity Fund Program	PT Tutor	603041	Jose Lowe
Chrystele	Reid	Educational Opportunity Fund Program	Peer Mentor	603042	Jose Lowe
Bianelly	Tellez	Educational Opportunity Fund Program	Office Assistant	OFFFAST-150515	Jose Lowe
Cynthia	Gonzaga	English as a Second Language	Office Assistant	OFFFAST-101035	Jenny Bobea
Rossella	Lopez	Enrollment	ENS Assistant	200525	Wajia Zahur
Betsaida	Rosario	Enrollment	ENS Assistant	200525	Wajia Zahur
Melanie	Suarez	Enrollment	Office Assistant	OFFFAST-200525	Wajia Zahur
Anthony	Jenkins	Humanities and Social Sciences	PT Instructor	601021	Denise Rossilli
Claribel	Valdez	Humanities and Social Sciences	Office Assistant	OFFFAST-101021	Jacquelyn Delemos
Marvin	Alas	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Magda	Dimanche	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Mira	Domadiya	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Esraa	Emam	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Muhammad	Faruque	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Rosennies	Feliz	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Anup	Ghimire	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tayyaba	Hafeez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

Jorge	Hernandez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ana	Hernandez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aman	Hirpara	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Justin	Jandik	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Vinisha	Kapadia	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jairo	Lopez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tiffany	Marzano	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Daniela	Medina	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tanaisha	Myrick	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jankiben	Nayee	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Chirag	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jinal	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
HarshKumar	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Parth	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aahnik	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Karan	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
TejKumar	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Rutvik	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Raj	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Harshal	Patil	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jonathan	Ramos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Karl	Ramos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Matthew	Roperos	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Kevin	Shah	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Reem	Sharf	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Selena	Suarez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Heather	Tabora	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ana	Velasquez	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

Aphya	Verna	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ebony	Cousar	Public Safety and Security	Office Assistant	OFFFAST	John Quigley
Jasmine	Ngin	STEM	Office Assistant	OFFFAST-101015	Burl Yearwood
Samikshya	Poudel	STEM	Office Assistant	OFFFAST-101015	Burl Yearwood
Nevine	Amer	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Cielo	Cortez	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Chelsea	Jaime	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Aimee	Leon	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Andres	Molina	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Prachi	Patel	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Nirali	Patel	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Milta	Perez-Jimenez	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Manuel	Preciado	Financial Aid Office	Office Assistant	OFFFAST-200520	Sylvia Mendoza
Mariam	Amer	Student Life and Leadership	Student Center Information Desk	701000	Veronica Gerosimo
Atrell	Johnson	Student Life and Leadership	Student Center Info Desk	701000	Veronica Gerosimo
Kyara	Martin	Student Life and Leadership	Event Assistant	701000	Veronica Gerosimo
Brian	Ribas	Student Life and Leadership	Peer Leader	701000	Veronica Gerosimo
Christian	Rodriguez	Student Life and Leadership	Student Center Information Desk	701000	Veronica Gerosimo
Jay	Singh	Student Life and Leadership	Peer Leader	701000	Veronica Gerosimo
Keischa	Taylor	Student Life and Leadership	Event Assistant	701000	Veronica Gerosimo
Abou	Traore	Student Life and Leadership	Peer Leader	701000	Veronica Gerosimo
Igor	Tserkun	Student Life and Leadership	Peer Leader	701000	Veronica Gerosimo

RECOMMENDATION: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No. 7.

8. MODIFICATIONS TO STAFFING TABLE

North Hudson Campus

Background: As we prepare to fill the Executive Director of the North Hudson Campus position through an internal search, we are also recommending the restructuring of three positions currently supporting the North Hudson Campus. The following amended title changes will provide growth and development opportunities to the incumbents. They assume additional responsibilities and expanded administrative

roles to support the incoming Executive Director of the North Hudson Campus. These changes are funded through net salary savings associated with restructuring when the Executive Vice President and Provost position was eliminated in January 2021.

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Assistant Director, NHC	Associate Director, NHC	Jason Figueroa	From: \$55,161.60 To: \$60,000.00	July 1, 2021
Coordinator, NHC	Associate Director, NHC	Amaalah Ogburn	From: \$43,680.00 To: \$55,000.00	July 1, 2021
Student Development Associate	Assistant Director, NHC	Diana Galvez	From: \$43,680.00 To: \$50,000.00	July 1, 2021

Student Affairs and Enrollment

Background: Responsibility and oversight of transfer pathways have been managed by multiple colleagues over the last several years. A position dedicated to this critical priority will sustain our relationships with transfer partners, create meaningful agreements, and communicate and market them in ways that impact recruitment and retention. This role will report to Student Affairs with a strong connection to Academic Affairs for course and program mapping. The position will be funded through the Secaucus Center operating budget.

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
N/A	Director, Transfer Pathways, Student Affairs and Enrollment	N/A	N/A	June 9, 2021

Perkins Grant-funded Positions

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Perkins Grant Coordinator	CTE Academic Advisor/ Counselor	Connie Silletti-Cafaro	From: \$46,800 To: \$49,920	July 1, 2021
N/A	CTE Career Coach, Career Services	N/A	N/A	June 9, 2021
N/A	CTE Academic Advisor / Counselor (2)	N/A	N/A	June 9, 2021
N/A	CTE Academic Mentor, Academic Development and Support Services	N/A	N/A	June 9, 2021

Stimulus Grant-funded Temporary Positions

Current Approved Title	New Temporary Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date	Anticipated End Date
N/A	Academic Counselor (3)	N/A	N/A	June 9, 2021	May 12, 2022
N/A	Licensed Clinical Social Worker, North Hudson Campus	N/A	N/A	June 9, 2021	May 12, 2022

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

9. RESOLUTION TO APPROVE POLICIES FOR ACCOUNTING, FINANCE, AND INFORMATION TECHNOLOGY SERVICES

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 Accounting, Finance and Information Technology Services Policies; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the attached Accounting, Finance, and Information Technology Policies.

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.

**Attachment for Item VIII., Personnel Recommendation #9:
Resolution to Approve Policies for Accounting, Finance, and Information Technology Services.**

ACCOUNTING DEPARTMENT

POLICY ON ACCOUNTS RECEIVABLE

Purpose

The purpose of this Policy on Accounts Receivable is to ensure the efficient and effective management of the collection of all Hudson County Community College ("College") receivables and to establish a system of internal controls for managing the accounts receivable process.

Policy

Accounts receivable is a significant asset for the College. The College and its Board of Trustees ("Board") are committed to efficiently and effectively managing the collection of all receivables to the College. Receivables include any obligation arising from consumer or financial transactions with the College including, but not limited to, student tuition, fees, continuing education open enrollment courses, as well as sales of products and services.

The Board delegates to the President the responsibility for developing procedures and a system of internal controls for managing the accounts receivable process, including procedures for addressing tuition and fees, payment options, payments, student billing, collections, administrative write-offs, requirements for placing holds on student records, refunds, form 1098-T and tuition statements. The Finance Office will be responsible for implementing the policy.

Approved: June 2021

Approved by: Board of Trustees

Category: Accounting
Subcategory: Accounts Receivables
Scheduled for Review: June 2024
Responsible Department(s): Finance

FINANCE DEPARTMENT

POLICY ON BUDGETING

Purpose

The purpose of this Policy on Budgeting is to outline the annual budgeting process. The College's budget is prepared annually and is designed to allow the College to have financial control over the College's income, while expenditures are estimated based on previous fiscal year expenses and any anticipated expenses for planned activities.

Policy

The College's annual budget is reviewed and approved by the Board of Trustees. The budget may be based on tuition and fees, state appropriations, county appropriations and other income sources. The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Finance Office will ensure compliance with this policy in all relevant actions.

Approved: June 2021
Approved by: Board of Trustees
Category: Finance and Accounting
Subcategory: Budgeting
Scheduled for Review: June 2024
Responsible Department(s): Finance

ACCOUNTING DEPARTMENT

POLICY ON FIXED ASSETS

Purpose

The purpose of this Policy on Fixed Assets is to meet legal requirements of Generally Accepted Accounting Principles (GAAP) established by the Governmental Accounting Standards Board (GASB).

Policy

The College and its Board of Trustees ("Board") are committed to maintaining an accurate record of fixed assets. The College prepares financial statements consistent with Generally

Accepted Accounting Principles (GAAP). Government regulations require recording and maintaining the records of assets including acquisition costs, depreciation and disposal of assets. All assets that meet the requirement of fixed assets will be considered long-term assets and will be managed per GAAP rules.

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

Approved: June 2021

Approved by: Board of Trustees

Category: Accounting

Subcategory: Fixed Assets

Scheduled for Review: June 2024

Responsible Department(s): Finance

ACCOUNTING DEPARTMENT

POLICY ON TRAVEL REIMBURSEMENT

Purpose

The purpose of this Policy on Travel Reimbursement is to establish Hudson County Community College's ("College") employee travel reimbursement policy guidelines for reasonable and necessary expenses incurred in connection with approved business travel.

Policy

The College and its Board of Trustees ("Board") are committed to ensuring that staff and faculty members traveling on official College business exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business at their own expense. Expenditures for approved travel are reimbursable in accordance with College travel policies and procedures.

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

Approved: June 2021

Approved by: Board of Trustees

Category: Accounting

Subcategory: Travel Reimbursement

Scheduled for Review: June 2024

Responsible Department(s): Finance

ACCOUNTING DEPARTMENT

POLICY ON ACCOUNTS PAYABLE

Purpose

The purpose of this Policy on Accounts Payable is to ensure the security of Hudson County Community College's ("College") funds and the conduct of business according to the principles of accountability, completeness, timeliness and accuracy. Guided by these principles, the College endeavors to make timely payment to vendors of verified and approved invoices in an efficient manner, and to maintain complete and accurate records of accounts payable.

Policy

The College and its Board of Trustees ("Board") are committed to supporting members of the local community and vendors conducting business with the College. This policy pertains to payments to vendors only. Accounts payable is a type of short-term debt, typically the amount owed by an organization to its suppliers or vendors for goods and services provided, for which payment is not made in advance. The College incurs obligations to suppliers and vendors for the purchase of goods and services used in the ordinary course of business.

The Accounts Payable Department is responsible for the auditing and processing of invoices and payments for the College. The Accounts Payable Department performs the following duties associated with this objective: 1) invoice receipt and electronic payments; 2) monitoring vendor credits and previous payments to vendors; 3) handling payment inquiries from vendors and the College community; 4) oversight of document matching; 5) ensuring appropriate approvals; 6) processing payments; and 7) archiving documents and payment history.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Finance Office will be responsible for implementing the policy.

Approved: June 2021

Approved by: Board of Trustees

Category: Accounting

Subcategory: Accounts Payable

Scheduled for Review: June 2024

Responsible Department(s): Finance

INFORMATION TECHNOLOGY SERVICES

INFORMATION TECHNOLOGY SERVICES POLICY

Purpose

This policy provides the expectations and guidelines of Hudson County Community College (“College”) to all who use and manage the College’s Information Technology Services and Resources (“ITS Resources”).

The College provides ITS Resources to advance the College’s educational, service, business, and student success objectives. Any access or use of the College’s ITS Resources that interferes, interrupts, or conflicts with these purposes will be considered a violation of this policy. They will be subject to consequences, including revocation of ITS access.

Policy

This policy applies to all members of the College community, including faculty, students, administrators, staff, alumni, authorized guests, and independent contractors who use, access, or otherwise employ, locally or remotely, the College’s ITS Resources, whether individually controlled, shared, stand-alone, or networked.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Information Technology Services and Finance Office will be responsible for implementing the policy.

Approved: June 2021

Approved by: Board of Trustees

Category: Information Technology Services

Scheduled for Review: June 2024

Responsible Department(s): Information Technology Services and Finance Office

10. RESOLUTION AUTHORIZING CONSULTANT TO REVIEW PROPOSAL FOR AN ASSOCIATE OF SCIENCE IN DATA SCIENCE DEGREE PROGRAM FOR HUDSON COUNTY COMMUNITY COLLEGE

WHEREAS, Hudson County Community College (“College”) needs the services of Dmitriy Chebanov, as a consultant, to review the program proposal for an Associate of Science in Data Science Degree Program in accordance with the New Degree Program Review Process established by the Academic Issues Committee of the New Jersey Presidents’ Council; and,

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

WHEREAS, the anticipated term is June 9, 2021 until December 20, 2021; and,

WHEREAS, Dmitriy Chebanov is the proposed consultant to provide these services at a total cost not to exceed \$2,000; and,

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

WHEREAS, the Administration and Personnel Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award Consultant status to Dmitriy Chebanov to provide services at a cost not to exceed \$2,000.

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

11. RESOLUTION AUTHORIZING CONSULTANT TO REVIEW PROPOSAL FOR AN ASSOCIATE OF SCIENCE IN MUSIC DEGREE PROGRAM FOR HUDSON COUNTY COMMUNITY COLLEGE

WHEREAS, Hudson County Community College ("College") needs the services of Joseph Pignato, as a consultant, to review the program proposal for an Associate of Science in Music Degree Program in accordance with the New Degree Program Review Process established by the Academic Issues Committee of the New Jersey Presidents' Council; and,

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

WHEREAS, the anticipated term is June 9, 2021 until December 20, 2021; and,

WHEREAS, Joseph Pignato is the proposed vendor to provide these services at a total cost not to exceed \$2,000; and,

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

WHEREAS, the Administration and Personnel Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award Consultant status to Joseph Pignato to provide services at a cost not to exceed \$2,000.

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.

12. RESOLUTION AUTHORIZING CONSULTANT TO FACILITATE HUDSON COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES RETREAT

WHEREAS, Hudson County Community College ("College") has retained the services of James Davy, as a consultant, to facilitate the development of the College's next Strategic Plan; and,

WHEREAS, the Board of Trustees is planning to hold a retreat in July 2021 at which the College's new Strategic Plan will be the focus; and,

WHEREAS, the College seeks to extend and expand its existing agreement for the services of James Davy as it requires his services at the Board of Trustees Retreat to facilitate discussion about the College's new Strategic Plan; and,

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

WHEREAS, the anticipated term is June 9, 2021 until December 1, 2021; and,

WHEREAS, James Davy is the proposed vendor to provide these services at a total cost not to exceed \$3,280.00; and,

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

WHEREAS, the Administration and Personnel Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award Consultant status to James Davy to provide services at a cost not to exceed \$3,280.00.

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.

13. RESOLUTION AUTHORIZING A 3% INCREASE IN BASE SALARY FOR FULL-TIME CONFIDENTIAL EMPLOYEES

WHEREAS, Hudson County Community College ("College") employs full-time Confidential staff; and,

WHEREAS, Confidential staff are those employees that are not represented by any bargaining unit; and,

WHEREAS, the College is committed to annual cost-of-living adjustments of wages and salaries; and,

WHEREAS, the College is committed to the retention of talented and qualified employees; and,

WHEREAS, the increase will be effective July 1, 2021 for those full-time Confidential staff employed by the College on or before January 5, 2021; and,

WHEREAS, the Administration, Finance Committee, and Personnel Committee recommend these base salary adjustments;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve a 3% increase in base salary for all Confidential Employees as set forth in this resolution.

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-13.**

1) Resignations; 2) Appointment of Staff; 3) Appointment of Temporary Full-Time Staff; 4) Appointment of Temporary Full-Time Faculty, Fall 2021; 5) Reappointment of Full-Time Tenure-Track Faculty, Academic Year 2021-22; 6) Reappointment of Full-Time Lecturers, Academic Year 2021-22; 7) Authorization of Part-Time Staff Through June 2022, As Needed; 8) Modification to Staffing Table; 9) Resolution to Approve Policies for Accounting, Finance and Information Technology Services; 10) Resolution Authorizing Consultant to Review Proposal for an Associate of Science in Data Science Degree Program for Hudson County Community College; 11) Resolution Authorizing Consultant to Review Proposal for an Associate of Science in Music Degree Program for Hudson County Community College; 12) Resolution Authorizing Consultant to Facilitate Hudson County Community College Board of Trustees Retreat; and 13) Resolution Authorizing a 3% Increase in Base Salary for Full-Time Confidential Employees.

Introduced by: Karen Fahrenholz

Seconded by: Joseph Doria

8 Ayes.....0 Nays

Resolution Adopted

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-10

1. Resolution Authorizing Mentorship Program Agreement Between Hudson County Community College and Redeemer Jersey City
2. Resolution Approving Option in Pre-Nursing to Existing Associate of Science in Medical Sciences Pre-Professional Degree Program [CIP: 51.1105]
3. Resolution Authorizing Renewal of Articulation Agreement with Fairleigh Dickinson University for the Academic Pathway in Radiography

4. *Resolution Authorizing Articulation Agreement with International Union of Operating Engineers Local 825*
5. *Resolution Approving Agreement with the Hudson County Department of Housing and Reintegration to Create and Implement the Academic Workforce Pathway Program on Behalf of the Department of Housing and Community Reintegration*
6. *Resolution Authorizing Articulation Agreement with the Hudson County Public Safety Training Center*
7. *Resolution Authorizing Articulation Agreement with City University of New York College of Staten Island for the Academic Pathway in Human Services*
8. *Resolution Authorizing Articulation Agreement with Rutgers University Newark for the Academic Pathway in Human Services*
9. *Resolution Authorizing Renewal of Agreement with Year Up New York New Jersey*
10. *Resolution Approving "3+1" Agreement Between Hudson County Community College and Ramapo College of New Jersey.*

Introduced by: Pamela Gardner

Seconded by: Jeanette Peña

8 Ayes.....0 Nays

Resolution Adopted

X.

NEW BUSINESS

1. *Resolution of the Board of Trustees of Hudson County Community College Authorizing Purchase of Equipment and Services Necessary for the Technology Upgrades funded by Securing Our Children's Future Bond Act;*
2. *Resolution of the Board of Trustees of Hudson County Community College Authorizing the Hiring of Temporary Academic Counselors and a Social Worker with the Goal of Increasing Student Graduation Rates; and,*
3. *Resolution Authorizing the Negotiation and Signing of Memorandum of Understanding with the Jersey City Redevelopment Agency for Purposes of Real Estate Transaction.*

Introduced by: Jeanette Peña

Seconded by: Adamaris Galvin

Trustee Bakari Lee recused himself from voting on Resolution #3

Resolutions #1 and #2 8 Ayes.....0 Nays

Resolutions Adopted

Resolution #3 7 Ayes.....0 Nays

Chairman Netchert offered the following remarks regarding the Graduation Walk.

I had the opportunity to watch, on live stream, a couple of the on-ground Graduation Walks held at the Culinary Conference Center. I thought that it was special for the families that were able to participate in a close-up fashion. I'm sure we are all looking forward to getting back to a large graduation, but this one was personal and special.

President Reber offered the following remarks.

Mr. Chairman, thank you for watching some of the Graduation Walks. I agree with you that the personal nature of the Graduation Walks was special for many people. Going forward, we are going to consider whether this kind of ceremony should continue to be offered. I want to take this opportunity to thank and commend Assistant Dean Veronica Gerosimo, Dr. David Clark, and so many others for planning and executing these phenomenal events. They did stellar work to make the Graduation Walks such beautiful experiences for students, family members, faculty, and staff.

Trustee Fahrenholz offered the following remarks.

The Graduation Walks were intimate and so impressive. I do believe that there is a place for this in subsequent Commencement ceremonies.

XI. ADJOURNMENT 5:40 P.M.

Introduced by: Joseph Doria

Seconded by: Karen Fahrenholz

8 Ayes.....0 Nays

Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Approving Architectural and Engineering Services On-Call List

WHEREAS, Hudson County Community College (“College”) has determined that, for the efficient operation of the College, it is in the College’s best interests to have New Jersey licensed architects and engineers available to provide on-call services when needed; and,

WHEREAS, pursuant to a fair and open process, the College solicited proposals through a Request for Proposal (“RFP”) process from architectural and engineering services for on-call services; and,

WHEREAS, to be considered for an award of contract, proposers were required to meet the following minimum qualifications:

1. Licensure to practice architecture and/or engineering in the State of New Jersey;
2. At least five (5) years of experience in the design and implementation of higher education projects;
3. Location within a reasonable distance of Hudson County, New Jersey; and,
4. Ability to review and make recommendations concerning proposals and projects in conformance with applicable local requirements and the general requirements of design practice.

WHEREAS, the following firms submitted proposals in response to the RFP:

<u>Vendor</u>	<u>Location</u>
Becth Engineering	Basking Ridge, New Jersey;
Bright View Engineering	Livingston, New Jersey;
Concord Engineering	Voorhees, New Jersey;
DiCara Rubino Architects	Jersey City, New Jersey;
Dresdner Robin	Jersey City, New Jersey;
KSS Architects	Princeton, New Jersey;
NK Architects	Morristown, New Jersey;
RSC Architects	Hackensack, New Jersey;
SLBM	New York, New York; and,

WHEREAS, all of the proposers have the qualifications required by the RFP; and,

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

WHEREAS, the Administration, Finance Committee, and Capital Projects Advisory Committee recommend that contracts for on-call services be awarded to all proposers;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson Community College award contracts for on-call services to:

<u>Vendor</u>	<u>Location</u>
Becth Engineering	Basking Ridge, New Jersey;
Bright View Engineering	Livingston, New Jersey;

Concord Engineering
DiCara Rubino Architects
Dresdner Robin
KSS Architects
NK Architects
RSC Architects
SLBM

Voorhees, New Jersey;
Jersey City, New Jersey;
Jersey City, New Jersey;
Princeton, New Jersey;
Morristown, New Jersey;
Hackensack, New Jersey;
New York, New York.

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

2. Resolution Authorizing Technical Operations and Project Management Support Services Extension

WHEREAS, Hudson County Community College (“College”) has a need to extend the technical operations and project management support services contract with MAST Construction Services, Inc. (“MAST”); and,

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

WHEREAS, the anticipated extension is from December 1, 2021 until November 30, 2022; and,

WHEREAS, MAST will provide these services at a total cost not to exceed \$403,524, which represents no increase from the prior year; and,

WHEREAS, the cost of these services will be funded from the operating budget; 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 authorize the College to enter into a one (1) year extension with MAST Construction Services, Inc. of Little Falls, New Jersey, at a cost not to exceed \$403,524.

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

3. Resolution Authorizing Purchase of Workspace Furniture for Culinary Conference Center

WHEREAS, Hudson County Community College (“College”) needs to purchase twelve (12) workstations and twelve (12) office chairs to create workspace in Culinary Classroom 505; and,

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

WHEREAS, Commercial Furniture Interiors (NJ State Contract #: A81705) submitted a proposal for the delivery and installation of workspace furniture at a cost not to exceed \$51,466; and,

WHEREAS, the cost of these services will be funded from 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 Commercial Furniture Interiors of Mountainside, New Jersey, to provide workspace furniture as described herein at a cost not to exceed \$51,466.

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 Furniture for Office of Advancement and Communications

WHEREAS, Hudson County Community College (“College”) needs to purchase office furniture, seating, shades and film for the office of Advancement and Communications; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (24), items available from vendors at costs below State contract pricing for the same product or service, which meet or exceed the State contract terms or conditions, are exempt from bidding; and,

WHEREAS, Commercial Furniture Interiors (Premier Contract # PP-FA-859) submitted a proposal for the delivery and installation of furniture at a cost not to exceed \$15,775; and,

WHEREAS, the cost of these services will be funded from 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 Commercial Furniture Interiors of Mountainside, New Jersey, to provide furniture as described herein at a cost not to exceed \$15,775.

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 to Approve Installation of Data Ports in the Culinary Conference Center

WHEREAS, Hudson County Community College (“College”) requires the services of a licensed electrician to install data ports in Culinary Classroom 505; and,

WHEREAS, the College has an existing time and materials contract for electrical services with Sal Electric Company, Inc. (“Sal Electric”); and,

WHEREAS, Sal Electric submitted a proposal to install data ports at a cost not to exceed \$15,915; and,

WHEREAS, the cost of these services will be funded from 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 approve the proposal from Sal Electric of Jersey City, New Jersey, to perform the work as described herein at a cost not to exceed \$15,915.

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 Awarding Contract for Professional Architectural and Engineering Services to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College (“College”) requires the services of a professional architectural and engineering firm for the new exterior barricade rooftop patios project at 71 Sip Avenue and 4800 Kennedy Boulevard; and,

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

WHEREAS, RSC Architects, a firm on the College’s list of approved architects and engineers, submitted a proposal to provide these services at a total cost not to exceed \$39,600; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 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 for architectural and engineering services to RSC Architects of Hackensack, New Jersey, as described herein at a cost not to exceed \$39,600.

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

7. Resolution Authorizing Purchase of Review and Testing Course for Nursing Program to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community College (“College”) offers an undergraduate program for students pursuing a Registered Nursing Degree (“Program”); and,

WHEREAS, Kaplan Test Prep, a division of Kaplan, Inc. (“Kaplan”), has developed proprietary materials, including the NCLEX-RN Review Course (“Review Course”), to test students’ knowledge and help students prepare for the Registered Nursing exam; and,

WHEREAS, Kaplan has provided a proposal to the College to provide the Review Course, including support and maintenance of the applicable software, for the following tuition fees:

- RN Cohorts scheduled to graduate in 4 semesters: \$165.00 per semester;
- RN Cohorts scheduled to graduate in 3 semesters: \$220.00 per semester;
- RN Cohorts scheduled to graduate in 2 semesters: \$330.00 per semester;
- RN Cohorts scheduled to graduate in 1 semester: \$660.00;
- Any additional RN cohorts not listed above: price per academic term = \$165.00 per student based on four semesters of use; and,

WHEREAS, the College has determined it is in the best interests of the Program to enter into a contract with Kaplan so that the Program’s students will have access to the Review Course including support and maintenance from Kaplan; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for materials or supplies that are not available from more than one potential bidder, including without limitation materials or supplies that are copyrighted; and,

WHEREAS, the cost of these services will be funded from the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Kaplan, Inc. of Fort Lauderdale, Florida, for the Review Course with tuition fees set forth above.

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

8. Resolution Authorizing Purchase of Capstone RN for the Nursing Program to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community (“College”) needs to purchase Capstone RN (“CRN”) software for the Nursing Program (“Program”); and,

WHEREAS, CRN is an online program to help nursing students assess and remediate on important content in preparing for the NCLEX-RN examination; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for materials or supplies that are not available from more than one potential bidder, including without limitation materials or supplies that are copyrighted; and,

WHEREAS, Nursing Education has submitted a proposal to provide the software at a total cost not to exceed \$58,900; and,

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

WHEREAS, the cost of these services will be funded from the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Nursing Education of Leawood, Kansas, for Capstone RN at a cost not to exceed \$58,900.

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

9. Resolution Authorizing Purchase of EHR Tutor for the Nursing Program to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community (“College”) needs to purchase Electronic Health Records Tutor (“EHR”) software for the Nursing Program (“Program”); and,

WHEREAS, EHR is a simulated software program to teach students how to document, navigate, and extrapolate important patient data on an electronic health record; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for materials or supplies that are not available from more than one potential bidder, including without limitation materials or supplies that are copyrighted; and,

WHEREAS, Nursing Education has submitted a proposal to provide the software license at a total cost not to exceed \$17,420; and,

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

WHEREAS, the cost of these services will be funded from the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Nursing Education of Leawood, Kansas, for Electronic Health Records Tutor software license at a cost not to exceed \$17,420.

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

10. Resolution Approving Acceptance of Securing Our Children's Future Bond Act Funding (SOCFBA)

WHEREAS, Hudson County Community College ("College") seeks to accept funding from the Securing Our Children's Future Bond Act ("SOCFBA"); and,

WHEREAS, the College submitted an application under the SOCFBA for funds for technological facilities and enhancements in the College's STEM Building and Culinary Conference Center; and,

WHEREAS, the College has been awarded \$2,737,317 in funds under the SOCFBA, with the College required to contribute 25% in matching funds totaling \$912,439;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby authorize the acceptance of the SOCFBA grant.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the purchase of the equipment and services necessary for the technology upgrades as described herein in an amount not to exceed \$3,649,756, such purchases to be made consistent with any requirements imposed by the Bond Act.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take any and all actions necessary to effectuate the purposes of this resolution.

11. Resolution of the Board of Trustees of Hudson County Community College Ratifying Purchase and Installation of Camera Kits Necessary for the Technology Upgrades to be Funded by the Securing Our Children's Future Bond Act (SOCFBA)

WHEREAS, at its June 8, 2021 meeting, the Hudson County Community College Board of Trustees authorized the purchase of the equipment and services necessary for the technology upgrades in connection with the College's grant received under New Jersey's Securing Our Children's Future Bond Act ("SOCFBA"); and,

WHEREAS, pursuant to this authorization, the College purchased camera kits, ceiling microphones, flat screen displays, control racks with connected wireless tablets, and the installation thereof, including room navigator with Smart Net, from Aspire Technology Partners (New Jersey State Contract # A87720), at a cost not to exceed \$2,700,000, in order to allow remote participation throughout the Culinary and STEM Buildings for installation in Culinary rooms 304, 306, 307, 308, 310, 311, 313, 316, 408, 410, 412, 413, 414, and STEM rooms S207, S212, S213, S215, S307, S312, S313, S315, S317, S407, S412, S413, S414, S417, S507, S508, S607, S612, S614, S617; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.9, the purchase of the items above was not required to be publicly bid since they were purchased under a State Contract; and,

WHEREAS, the purchase is being funded from the Securing Our Children's Future Bond Act (SOCFBA);

NOW, THEREFORE, BE IT RESOLVED that Hudson County Community College hereby ratify the purchase and installation of the camera kits from Aspire Technology Partners, Eatontown, New Jersey, as described herein at a cost not to exceed \$2,700,000.

12. Resolution Authorizing Video Classroom Upgrades to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs video classroom upgrades in Culinary classrooms 311, 313, 316, 408, and STEM classrooms 213, 215, 307, 312 for full remote participation in lab areas; 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, Aspire Technology Partners (New Jersey State Contract # A87720) has submitted a proposal for video classroom upgrades at a cost not to exceed \$657,921; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide video classroom upgrades as described herein at a cost not to exceed \$657,921.

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

13. Resolution Authorizing Networking Equipment Upgrades Throughout the North Hudson Campus to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to upgrade networking equipment throughout the North Hudson Campus that is critical for high-quality video transmission for remote and hybrid instruction; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (10), specialized machinery or equipment of a technical nature, which will not reasonably permit the drawing of specifications, and the procurement thereof without advertising, is in the public interest and exempt from bidding; and,

WHEREAS, Johnston Communications Voice and Data has submitted a proposal for networking equipment upgrades at a cost not to exceed \$293,691; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Johnston Communications Voice and Data of Kearny, New Jersey, to provide networking equipment upgrades as described herein at a cost not to exceed \$293,691.

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

14. Resolution Authorizing Networking Equipment Upgrades Throughout 870 Bergen Avenue to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to upgrade networking equipment throughout the 870 Bergen Avenue building that is critical for high-quality video transmission for remote and hybrid instruction; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (10), specialized machinery or equipment of a technical nature, which will not reasonably permit the drawing of specifications, and the procurement thereof without advertising, is in the public interest and exempt from bidding; and,

WHEREAS, Johnston Communications Voice and Data has submitted a proposal for networking equipment upgrades at a cost not to exceed \$94,039; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Johnston Communications Voice and Data of Kearny, New Jersey, to provide networking equipment upgrades as described herein at a cost not to exceed \$94,039.

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

15. Resolution Authorizing Purchase of Desktops and Monitors to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase five hundred (500) desktops and five hundred (500) monitors for Virtual Desktop Infrastructure ("VDI") integration for student interaction with remote and hybrid instruction on-campus; and,

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

WHEREAS, Dell (New Jersey State Contract # 89967) has quoted a price for the five hundred (500) desktops and five hundred (500) monitors at a cost not to exceed \$286,245; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Dell of Round Rock, Texas, to provide desktops and monitors as described herein at a cost not to exceed \$286,245.

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

16. Resolution Authorizing Wireless Internet Upgrades to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College (“College”) needs to upgrade the college-wide wireless internet system, which is critical in supporting remote instruction and allowing better internet access for students; 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, Aspire Technology Partners (New Jersey State Contract # A87720) has submitted a proposal for wireless internet upgrades at a cost not to exceed \$363,816; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide wireless internet upgrades as described herein at a cost not to exceed \$363,816.

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

17. Resolution Authorizing Purchase of Cohesity System to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College (“College”) needs a Cohesity System to provide a high-speed, high-availability backup system to protect the security and integrity of its data, as operations are now taking place in remote and hybrid modes; and,

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

WHEREAS, Aspire Technology Partners (New Jersey State Contract # A87720) has submitted a proposal for technical support at a cost not to exceed \$356,354; and,

WHEREAS, the anticipated term is five (5) years; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide Cohesity System support services as described herein at a total cost for the five-year term not to exceed \$356,354.

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

18. Resolution Authorizing ITV Technical Support to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College (“College”) needs technical support coverage for seventy-three (73) ITV video immersive classrooms that are critical to high-quality remote instruction; and,

WHEREAS, the College needs to supplement in-house resources to assure no interruption to student learning when problems arise in these classrooms; 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, Aspire Technology Partners (New Jersey State Contract # A87720) has submitted a proposal for technical support at a cost not to exceed \$196,500; and,

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

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide ITV technical support services as described herein at a cost for the two-year period not to exceed \$196,500.

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

19. Resolution Authorizing Interactive Projector Upgrades to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to upgrade the interactive projectors to allow remote participation in the Library building; and,

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

WHEREAS, SHI International Corp. (part of OMNIA Partners, Public Sector Cooperative/contract #2018011-02) has submitted a proposal for projector upgrades at a cost not to exceed \$98,043; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to SHI International Corp. of Somerset, New Jersey, to provide interactive projector upgrades as described herein at a cost not to exceed \$98,043.

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

20. Resolution Authorizing Advanced Email Security Protection Software to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase Mimecast software to provide advanced email security protection against ransomware and other security incidents because email is the number one vector for these incidents; and,

WHEREAS, College business and instruction require greatly enhanced email security to support remote instruction; and,

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

WHEREAS, SHI International Corp. (part of OMNIA Partners, Public Sector Cooperative/contract #2018011-02) has submitted a proposal for Mimecast software at a cost not to exceed \$56,435; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to SHI International Corp. of Somerset, New Jersey, to provide advanced email security protection software as described herein at a cost not to exceed \$56,435.

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

21. Resolution Authorizing Purchase of Portable WebEx Boards to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase three (3) portable WebEx boards, including mounting carts/materials, to allow remote participation throughout the Nursing and Allied Health Programs; and,

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

WHEREAS, Aspire Technology Partners (New Jersey State Contract # A87720) has submitted a proposal for portable WebEx boards at a cost not to exceed \$85,171; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide portable interactive display and mounting systems as described herein at a cost not to exceed \$85,171.

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

22. Resolution Authorizing Purchase of Intelligent Learning Platform to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs an intelligent learning platform to create a near real time integration between Colleague and the College's Canvas software so that students always retain access to their registered hybrid, remote, and online classes; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (19), providing goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals and system development for the hardware is exempt from bidding; and,

WHEREAS, Ellucian Company, L.P. has submitted a proposal for the platform at a cost not to exceed \$46,349; and,

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

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Ellucian Company, L.P. of Fairfax, Virginia, to provide an intelligent learning platform as described herein at a cost for the two-year term not to exceed \$46,349.

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

23. Resolution Authorizing Dark Web Vulnerability Scan Software to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") requires software for traditional vulnerability scanning technology, plus a suite of proprietary tools that scan the network traffic as well as the dark web to illuminate blind spots in the institution; and,

WHEREAS, all college business operations and instruction run electronically in remote and hybrid modes; therefore, the College's and students' information has more opportunity to be compromised and must be protected; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.11a, the service is exempt from public bidding as the purchase is being made through an approved cooperative; and,

WHEREAS, NJEdge (part of the New Jersey VALE Consortium) submitted a proposal to provide the software at a cost not to exceed \$43,875; and,

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

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to NJEdge.net of Newark, New Jersey, to provide dark web vulnerability scan software as described herein at a cost not to exceed \$43,875.

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

24. Resolution Authorizing Purchase of Computers for ITV Rooms to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase forty-five (45) small form factor computers for sharing content to support hybrid and remote instruction from video immersive ITV classrooms; and,

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

WHEREAS, GHA Technologies Inc. (New Jersey State Contract #40166) has submitted a proposal for computers at a cost not to exceed \$38,644; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to GHA Technologies Inc. of Phoenix, Arizona, to provide computers as described herein at a cost not to exceed \$38,644.

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

25. Resolution Authorizing Renewal of Personal Hot Spots to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") needs to add mobile internet service for fifty (50) personal hot spots to be used by students who need an internet connection to support remote and hybrid instruction; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (19), providing goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals and system development for the hardware are exempt from bidding; and,

WHEREAS, T-Mobile USA, Inc. submitted a proposal to provide mobile internet service for fifty (50) hot spots for \$28.70 per device per month, at a total cost of \$34,440; and,

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

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to T-Mobile USA, Inc. of Bellevue, Washington, to provide personal hot spots with mobile internet service in accordance with the fees set forth herein at a total cost of \$34,440.

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

26. Resolution Authorizing Renewal of Fiber Maintenance Agreement

WHEREAS, Hudson County Community College ("College") requires the services of a company to provide repair and maintenance services in connection with the College's private fiber network; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.11a, the service is exempt from public bidding as the purchase is being made through an approved cooperative; and,

WHEREAS, the College is a member of the Union County Cooperative Pricing System ("UCCPS") and has entered into an agreement with the County of Union, which serves as UCCPS's Lead Agency for purchases; and,

WHEREAS, Johnston Communications Voice and Data of Kearny, New Jersey is an approved vendor to provide information technology and security cameras, equipment, and installation services under the

UCCPS pursuant to contract UCCP 41-2017; and,

WHEREAS, *Johnston Communications Voice and Data submitted a proposal to provide these services at a total cost not to exceed \$527,889, which represents no increase from the prior agreement; and,*

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

WHEREAS, *the cost of this service will be funded from the operating budget; and,*

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

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees of Hudson County Community College award a contract to Johnston Communications Voice and Data of Kearny, New Jersey, to provide the services as described herein at a cost for the three-year term not to exceed \$527,889.*

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

27. Resolution Authorizing Renewal of College Campus-Wide Software License Agreement

WHEREAS, *Hudson County Community College (“College”) needs to renew the College campus-wide Microsoft Software License with purchase of Virtual Desktop Access and Visio Professional included; and,*

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

WHEREAS, *GHA Technologies, Inc. (New Jersey State contract #40166) is the proposed vendor to provide these licenses and any upgrades that may be released by Microsoft during the year at a total cost not to exceed \$85,793, which represents no increase from the prior year; and,*

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

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

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

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees of Hudson County Community College award a contract to GHA Technologies, Inc. of Phoenix, Arizona, for the renewal of the College campus-wide Microsoft Software License as described herein at a cost not to exceed \$85,793.*

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

28. Resolution Authorizing Renewal of SmartNet Technical Support and Hardware Coverage

WHEREAS, *Hudson County Community College (“College”) needs to renew its agreement with SmartNet for expert technical support and hardware coverage from the Cisco Technical Assistance Center; and,*

WHEREAS, *SmartNet is required in order to resolve critical Internet, firewall, network, telephone, and audiovisual equipment issues, and provides hardware replacement and operating system software updates for the College’s Cisco hardware; and,*

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

WHEREAS, Aspire Technology Partners (New Jersey State Contract # A87720), the current vendor providing the SmartNet service, has quoted a price for the service at a cost not to exceed \$45,341, which represents no service cost increase from the prior year; and,

WHEREAS, the anticipated term is one (1) year; 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 Aspire Technology Partners of Eatontown, New Jersey, to provide SmartNet services as described herein at a cost not to exceed \$45,341.

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

29. Resolution Authorizing Renewal of Equipment Maintenance in Culinary Arts Institute

WHEREAS, Hudson County Community College ("College") needs to renew the contract with a vendor to provide maintenance and repair services for cooking, refrigeration, and dishwashing equipment in the Culinary Arts Institute; and,

WHEREAS, pursuant to N.J.S.A. 18 A:64A-25.5 (a) (7), the College may, without public advertisement, purchase food supplies and services; and,

WHEREAS, Malachy Parts & Service ("Malachy") submitted a proposal to provide the maintenance at \$18,000 and repairs estimated at \$22,000, for a total cost not to exceed \$40,000, which represents no increase from the prior year; and,

WHEREAS, the anticipated term is one (1) year; 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 Malachy Parts & Service of Bayonne, New Jersey, to provide the maintenance and repair service as described herein at a cost not to exceed \$40,000.

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

30. Resolution Authorizing Renewal of Contract with WW Grainger for Facilities Department Supplies and Equipment

WHEREAS, Hudson County Community College ("College") needs to renew its agreement for maintenance, repairs, and operations supplies and equipment for the Facilities Department; and,

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

WHEREAS, WW Grainger (New Jersey State Contract # 79875), the current vendor providing the service, submitted a proposal to provide the necessary equipment and supplies at a cost not to exceed \$60,000, which represents no change from the prior year; and,

WHEREAS, the term of this contract is Fiscal Year 2022; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to WW Grainger of Cranford, New Jersey, for the equipment and supplies for the facilities department as described herein at a cost not to exceed \$60,000.

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

31. Resolution Authorizing Renewal of Public Relations Support

WHEREAS, Hudson County Community College (“College”) wishes to renew external services for public relations support; and,

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

WHEREAS, Jones & Associates Communications, Inc., the current vendor providing the service, submitted a proposal to provide public relations support services for \$7,500 per month totaling \$90,000 annualized, which represents no increase from the prior year; and,

WHEREAS, the term of this contract is one (1) year; 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 Jones & Associates Communications, Inc. of Jersey City, New Jersey, to provide public relations support consulting services as described herein at a cost not to exceed \$90,000;

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

32. Resolution Authorizing Renewal of Consultation Services for Latino Outreach

WHEREAS, Hudson County Community College (“College”) needs to purchase Latino Outreach public relations and marketing consultation services for the Latino community; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (20), goods and services for personnel recruitment and advertising are exempt from bidding, including, without limitation, advertising seeking student enrollment; and,

WHEREAS, Atabey Consulting Group submitted a proposal for the service at a cost not to exceed \$48,000, which represents no increase from the prior year; and,

WHEREAS, the term of this contract is one (1) year; 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 Atabey Consulting Group of Wyckoff, New Jersey, to provide Latino Outreach consultation services as described herein at a cost not to exceed \$48,000.

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

33. Resolution Authorizing Renewal of a Subscription Service for Gabert Library

WHEREAS, Hudson County Community (“College”) needs the service of LinkedIn Learning to support student success and student research by providing access to electronic resources and professional development; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (6), textbooks, copyrighted materials, student produced publications and services incidental thereto, library materials including without limitation books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter, and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials, and specialized library services, are exempt from bidding; and,

WHEREAS, LinkedIn Corporation submitted a proposal to provide these services at a total cost not to exceed \$17,593, which represents a 4% increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to LinkedIn Corporation of Sunnyvale, California, to provide subscription services at a cost not to exceed \$17,593.

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

34. Resolution Authorizing Purchasing Bid Threshold for Fiscal Year 2022

WHEREAS, the County College Contracts Law provides that purchases, contracts or agreements for the performance of any work or the furnishing or hiring of materials or supplies, the cost or price of which does not exceed a college’s bid threshold of \$37,500, may be made, negotiated and awarded by a contracting agent, when so authorized by resolution of the Board of Trustees, without public advertising for bids and bidding; and,

WHEREAS, the Board of Trustees of Hudson County Community College (“College”) recognizes that such a resolution will result in the more efficient operation of the College; and,

WHEREAS, the Administration and Finance Committee recommend that such a resolution be passed;

NOW, THEREFORE, BE IT RESOLVED that pursuant to N.J.S.A. 18A:64A-25.3, the Board of Trustees of Hudson County Community College hereby authorize that any purchase, contract or agreement for the performance of any work or the furnishing or hiring of materials or supplies, the cost of which does not exceed the College’s bid threshold, may be made, negotiated and awarded by the Director of Contracts and Procurement without public advertising for bids and bidding.

35. Resolution Authorizing the Sale of Property Located at 68-74 Sip Avenue and 164-168 Sip Avenue, Jersey City, New Jersey to the Jersey City Redevelopment Agency

WHEREAS, Hudson County Community College (“HCCC”) is a county college exercising the powers generally set out in N.J.S.A. 18A:64A-2, whose public purposes include the education of students admitted to take one or more of its courses or academic programs; and,

WHEREAS, the Jersey City Redevelopment Agency (“JCRA”) is a redevelopment agency as defined by the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (“LRHL”); and,

WHEREAS, HCCC is the owner of real property located in the City of Jersey City, County of Hudson and State of New Jersey, more particularly described on the official tax map for Jersey City as follows:

Parcel A. 68-74 Sip Avenue – Block 9501 Lot 21.

Parcel B. 164-168 Sip Avenue – Block 10602 Lots 10 to 16.

WHEREAS, Parcels A and B are collectively referred to in this resolution as the “Property.”

WHEREAS, the Property is located within the boundaries of an area in need of redevelopment designated in accordance with the LRHL; and,

WHEREAS, HCCC and JCRA agreed upon a Memorandum of Understanding that contemplated the negotiation of a binding contract of sale to be authorized by HCCC’s Board of Trustees and by JCRA’s Board of Commissioners; and,

WHEREAS, the Administration, Finance Committee, and Capital Projects Advisory Committee support the sale of these properties; and,

WHEREAS, HCCC’s Board of Trustees has determined that the Property is no longer needed for college purposes and wishes to authorize its executive officers to execute and witness the proposed contract of sale.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College incorporate the foregoing recitals into this resolution and hereby authorize the sale of the Property to JCRA for the price of \$16,000,000.00 and such other good and valuable consideration as is set forth in the proposed contract of sale attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the contract of sale attached hereto as Exhibit A is approved.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take any and all actions necessary to effectuate the purposes of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII., Fiscal, Administrative, Lease and Capital Recommendations 1-35:**

1) Resolution Approving Architectural and Engineering Services On-Call List; 2) Resolution Authorizing Technical Operations and Project Management Support Services Extension; 3) Resolution Authorizing Purchase of Workspace Furniture for Culinary Conference Center; 4) Resolution Authorizing Purchase of Furniture for Office of Advancement and Communications; 5) Resolution to Approve Installation of Data Ports in the Culinary Conference Center; 6) Resolution Awarding Contract for Professional Architectural and Engineering Services to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 7) Resolution Authorizing Purchase of Review and Testing Course for Nursing Program to be Funded by the Carl D. Perkins Grant; 8) Resolution Authorizing Purchase of Capstone RN for the Nursing Program to be Funded by the Carl D. Perkins Grant; 9) Resolution Authorizing Purchase of EHR Tutor for the Nursing Program to be Funded by the Carl D. Perkins Grant;

10) Resolution Approving Acceptance of Securing Our Children’s Future Bond Act Funding (SOCFBA); 11) Resolution of the Board of Trustees of Hudson County Community College Ratifying Purchase and Installation of Camera Kits Necessary for the Technology Upgrades to be Funded by the Securing Our Children’s Future Bond Act (SOCFBA); 12) Resolution Authorizing Video Classroom Upgrades to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 13) Resolution Authorizing Networking Equipment Upgrades Throughout the North Hudson Campus to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 14) Resolution Authorizing Networking Equipment Upgrades Throughout 870 Bergen Avenue to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 15) Resolution Authorizing Purchase of Desktops and Monitors to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 16) Resolution Authorizing Wireless Internet Upgrades to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 17) Resolution Authorizing Purchase of Cohesity System to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 18) Resolution Authorizing ITV Technical Support to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 19) Resolution Authorizing Interactive Projector Upgrades to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 20) Resolution Authorizing Advanced Email Security Protection Software to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 21) Resolution Authorizing Purchase of Portable WebEx Boards to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 22) Resolution Authorizing Purchase of Intelligent Learning Platform to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 23) Resolution Authorizing Dark Web Vulnerability Scan Software to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 24) Resolution Authorizing Purchase of Computers for ITV Rooms to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 25) Resolution Authorizing Renewal of Personal Hot Spots to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 26) Resolution Authorizing Renewal of Fiber Maintenance Agreement; 27) Resolution Authorizing Renewal of College Campus-Wide Software License Agreement; 28) Resolution Authorizing Renewal of SmartNet Technical Support and Hardware Coverage; 29) Resolution Authorizing Renewal of Equipment Maintenance in Culinary Arts Institute; 30) Resolution Authorizing Renewal of Contract with WW Grainger for Facilities Department Supplies and Equipment; 31) Resolution Authorizing Renewal of Public Relations Support; 32) Resolution Authorizing Renewal of Consultation Services for Latino Outreach; 33) Resolution Authorizing Renewal of Subscription Service for Gabert Library; 34) Resolution Authorizing Purchasing Bid Threshold for Fiscal Year 2022; 35) Resolution Authorizing the Sale of Property Located at 68-74 Sip Avenue and 164-168 Sip Avenue, Jersey City, New Jersey to the Jersey City Redevelopment Agency.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: August 10, 2021

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

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

VIII. PERSONNEL RECOMMENDATIONS

1. RETIREMENTS

First Name	Last Name	Title	Effective Date
Anthony	Choo-Yick	Head Tutor, English, Humanities and Social Sciences	September 15, 2021
Paul	Dillon	Associate Dean, Business, Culinary Arts, and Hospitality Management	August 1, 2021
Lidia	Fernandez	Counselor	September 1, 2021
Siroun	Meguerditchian	Associate Professor	September 1, 2021
Jennifer	Oakley	Executive Administrative Assistant to the President	January 17, 2022
Katherine	Vargo	Coordinator, Testing, Nursing and Health Sciences	August 1, 2021
Marcella	Williams	Executive Secretary, Office of the President	January 1, 2022

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

2. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Angelina	Bouret	Secretary, ESL	July 15, 2021
Christopher	Chavarria	Library Associate	June 24, 2021
Tera	McGee	Program Assistant	June 25, 2021
Jennie	Pu	Dean of College Libraries	August 8, 2021

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

3. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Anita	Belle	Grant Project Director (Grant-funded)	August 11, 2021	\$80,000
Nicole	Bouknight Johnson	Vice President for Advancement and Communications	September 20, 2021	\$185,000
John S.	Chisholm	Safety and Security Associate, Transportation	August 11, 2021	\$38,000
Molly	Delaney	Student Success Coordinator, Operating Engineers (Grant-funded)	August 11, 2021	\$40,000
Keirsten	Gordon	Coordinator, Continuing Education and Workforce Development	August 11, 2021	\$40,000
Omar	Hamza	Student Services Assistant	August 24, 2021	\$38,000
Geraldine	Kiefer-Necklen	Director, Practical Nursing	August 11, 2021	\$78,000

Matthew	LaBrake	Executive Director, Center for Online Learning	August 30, 2021	\$120,000
Brian	Ribas	PC Technician	August 11, 2021	\$32,000
Ashley	Shaw	Student Success Coordinator, Prison and Reentry Students (Grant-funded)	August 11, 2021	\$40,000
Imane	Zehaf	Financial Counselor (Grant-funded)	August 11, 2021	\$40,000

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

4. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
James	Cox	Interim Dean of College Libraries	August 11, 2021	December 31, 2021	\$95,000
Ara	Karakashian	Interim Associate Dean of Business, Culinary Arts, and Hospitality Management	September 1, 2021	December 31, 2021	\$98,800
Rodrigo	Romea	Coordinator, Writing and Tutoring Center	August 11, 2021	December 31, 2021	\$40,000
Ridhdhi	Shah	TFT COVID Coordinator (Grant-funded)	July 12, 2021	December 31, 2021	\$40,000
Erika	Teran	TFT COVID Coordinator (Grant-funded)	July 12, 2021	December 31, 2021	\$40,000

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

5. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY, FALL 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Jonathan	Cabrera	Instructor, Criminal Justice (Non-tenured)	August 16, 2021	\$55,434.92
Christopher	Cody	Instructor, History (Non-tenured)	August 16, 2021	\$55,434.92
Yusuf	Dag	Instructor, Physics (Non-tenured)	August 16, 2021	\$55,434.92
Raffi M.	Manjikian	Instructor, Chemistry (Non-tenured)	August 16, 2021	\$55,434.92
Victor	Moruzzi	Instructor, Culinary Arts (Non-tenured)	August 16, 2021	\$55,434.92
Gabriel	Okafor	Instructor, Sociology (Non-tenured)	August 16, 2021	\$55,434.92
Daniel	Ondieki	Instructor, Mathematics (Non-tenured)	August 16, 2021	\$55,434.92
Nicole	Quinones	Instructor, ESL (Non-tenured)	August 16, 2021	\$55,434.92
Wendy	Trach	Instructor, ESL (Non-tenured)	August 16, 2021	\$55,434.92

RECOMMENDATION: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-Time Faculty for Fall 2021, as listed above, as Personnel Recommendation Item No. 5.

6. AUTHORIZATION OF PART-TIME STAFF THROUGH AUGUST 2022, AS NEEDED

First Name	Last Name	Department	Title	Position ID	Supervisor
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Lin	Finnegan	Accessibility Services	Note Taker/Reader	READER-150525	Karine Davis
Erika	Andal	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Rimsha	Bazaid	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Angel	Beebe	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Erin Kathryn	Carmody	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Omnia A.	Daoud	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Elissa	D'Aries	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Nadia	Dob	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Maryam	Edris	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Briana	Espinosa	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Tyler	Finley	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Rahma	Gado	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Hydia	Hunter	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Spencer	Jovellanos	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Farhan	Khan	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Stev	Lewis	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Joseph	Marmol	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Matthew	McClintock	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
James	Pereira Shorey	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Samikshya	Poudel	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Manesha	Singh	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Kim	Speights	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Diego	Villatoro	ADJ Academic Support Services Department	Tutor	PT Tutor-150505	Pamela Bandyopadhyay
Jean	Ruiz	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Jamary	Bobe	College Libraries	PT Library Associate	150510	James Cox
Elliot	Erhunmwosere	College Libraries	Library Associate Technology	PTLRTEC-150510	Jing Yang

Joshua	Higley	College Libraries	PT Library Associate Technology	150510	Jing Yang
Allyson M.	Neurohr	College Libraries	PT Librarian	150510	Alexandra Plante
Wesley	Pena	College Libraries	PT Library Associate-Technology	150510	Jing Yang
Priyanka	Mistry	Communications	Office Assistant	OFFFAST-254055	Jennifer Christopher
Neyal	Torres	Communications	Office Assistant	OFFFAST-254055	Jennifer Christopher
Melanie	Alberto	Continuing Education and Workforce Development	PT Instructor	PTINST-102010, 103005, 603090, 605020	Catherina Mirasol
Monteria	Bass	Continuing Education and Workforce Development	Evening, Weekend, and Off-site Administrator	252010	Alexis Muniz
Alison	Blumenfeld	Continuing Education and Workforce Development	PT Instructor	PTINST-102010, 103005, 603090, 605020	Catherina Mirasol
Tracy	Clark	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	
Cherise	Dawson	Continuing Education and Workforce Development	PT Instructor	PTINST-102010, 103005, 603090, 605020	Catherina Mirasol
Carmen	Diaz	Continuing Education and Workforce Development	PT Instructor	PTINST-102010, 103005, 603090, 605020	Catherina Mirasol
Marissa	Lontoc	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Faizan	Aslam	Enrollment Services	Enrollment Support Assistant	200525	Sabrina Bullock
Kristofer	Fontanez	Information Technology Services	Web Developer	PTWBDEV-253025	Omar Williams
Christopher	Lopez	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jairo	Lopez	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Shiv	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Miten	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ayush	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

Christian	Santiago	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jeffrey	Suriel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Chawaria	Urimala	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ryan	Orbach	Humanities and Social Sciences	Office Assistant	OFFAST-101021	Jacquelyn Delemos
Tyquan	Grant	Humanities and Social Sciences	Office Assistant	OFFAST-101021	Jacquelyn Delemos
Eileen	D'Alessio	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Cheryl	De Dios	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Roslyn	Gourdine	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Fabiola	Josaphat	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Susan	Lipyanka	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Stanley	Parrales	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Cynthia	Perez	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Jaymee	Quintal-Brual	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Patricia	Sciaretta	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Rubi	Soriano	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Stella	Wangai	Nursing and Health Sciences	Skills Lab Tutors	PTSLT-101017	Carol Fasano
Jennifer	Ramirez	Student Affairs	PT COVID Coordinator	601505	Carol Fasano
Yaritza	Martinez	Student Affairs, Nursing and Health Sciences	PT COVID Coordinator	601510	Carol Fasano
Ahmed	Abdelkader	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Keiry	Hernandez	Student Life and Leadership	Student Center Assistant	STUCENT-701000	Veronica Gerosimo

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

7. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Amany	Aikhayat	English and ESL
Dawn E.	Gottlieb	English and ESL
Sarah Lee	Chic	Humanities and Social Sciences
Carmen	Cusido	Humanities and Social Sciences
Cheryl	De Dios	Nursing and Health Sciences
Dorante	Richards	Nursing and Health Sciences
Mostafa	Ali	STEM

Yusuf	Dag	STEM
Robert	Newby	STEM

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

8. MODIFICATIONS TO STAFFING TABLE

Academic Support Services Staff Restructuring Proposal, July 2021

Elimination of vacant positions and redistribution of responsibilities in Division of Academic Development and Support Services, and support for the Office of Diversity, Equity and Inclusion.

Background:

As a result of recent attrition, the Division of Academic Development and Support Services currently has two vacant positions: 1) College Lecturer, Honors Program; and 2) Head Tutor (English and ESL). We have chosen not to refill the positions. Instead, we propose reassigning and optimizing responsibilities for current staff in a way that better aligns with the evolving needs of the Writing Center, Tutoring Center, Honors Program, and Transitional Programs, while also providing personnel support for the launch of the new Office of Diversity, Equity and Inclusion, and achieving a net savings of approximately \$50,000 in total salaries and benefits.

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
College Lecturer, Honors Program	Delete Title	Vacant	Salary savings: \$60,000	August 11, 2021
Head Tutor (English and ESL)	Delete Title	Vacant as of 9/15/21	Salary savings: \$45,894	September 15, 2021
Assistant Director, Writing Center and Retention Services	Director, Writing and Tutoring Center	Kenny Fabara	Current Salary: \$54,080.00 New salary: \$65,000	August 11, 2021
College Lecturer, Transitional Programs	Associate Director, Writing and Tutoring Center	Patrizia Barroero	No Salary Change	August 11, 2021
Head Tutor, STEM and Business	Associate Director, Honors Program	Kyle Woolley	Current Salary: \$44,994.56 New salary: \$60,000	August 11, 2021
Head Tutor, North Hudson Campus	Associate Director, Diversity, Equity and Inclusion	Natalia Vazquez-Bodkin	Current Salary: \$45,894.45 New salary: \$60,000	August 11, 2021
Director of Cultural Affairs	Director of Diversity, Equity and Inclusion for Cultural Affairs	Michelle Vitale	No Salary Change	August 11, 2021
Director, Accessibility Services	Director of Diversity, Equity and Inclusion for Accessibility Services	Jacqueline Safont	No Salary Change	August 11, 2021
New Title	Coordinator, Writing and Tutoring Center	New Title	New Title	August 11, 2021

Grant-funded Positions, Continuing Education and Workforce Development

Current Approved Title	New Temporary Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date	Anticipated End Date
N/A	Student Success Coach/Coordinator for	N/A	N/A	August 11, 2021	December 31, 2021

	Prison and Reentry Students				
N/A	Student Success Coach/Coordinator for Operating Engineer Apprentices	N/A	N/A	August 11, 2021	December 31, 2021
N/A	Student Success Coach; Coordinator Reentry Program	N/A	N/A	August 11, 2021	December 31, 2021

Other Staffing Table Changes, Nursing and Health Sciences

Current Approved Title	New Temporary Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date	Anticipated End Date
College Lecturer, Nursing	Instructor, Practical Nursing (Tenure-track)	N/A	N/A	August 11, 2021	N/A
College Lecturer, Radiography	Instructor, Radiography (Tenure-track)	N/A	N/A	August 11, 2021	N/A
Coordinator of Testing	Coordinator, Instructional Technology and Testing	N/A	N/A	August 11, 2021	N/A

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

9. RESOLUTION TO APPROVE CHILDREN ON CAMPUS POLICY

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 Children on Campus Policy; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the attached Children on Campus 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.

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 1-9:**

- 1) Retirement; 2) Resignations; 3) Appointment of Staff; 4) Appointment of Temporary Full-time Staff; 5) Appointment of Temporary Full-time Faculty; 6) Authorization of Part-time Staff; 7) Appointment of New Hire Adjunct Instructors; 8) Modifications to Staffing Table; 9) Resolution to Approve Children on Campus Policy.

INTRODUCED BY:

SECONDED BY:

DATE:

August 10, 2021

Doria, Joseph

Fahrenheit, Karen

Galvin, Adamarys

Gardner, Pamela

Kenny, Roberta

Lee, Bakari

Peña, Jeanette

Rodriguez, Silvia

Stahl, Harold

Netchert, William, Chair

_____ Aye _____ Nay

***Attachment for Item VIII., Personnel Recommendation #9:
Resolution to Approve Children on Campus Policy***

CHILDREN ON CAMPUS POLICY

Purpose

Hudson County Community College (“College”) and its Board of Trustees (“Board”) recognize that our students, faculty, and staff shoulder many responsibilities in their lives, including, for some, the responsibility of caring for children. We work to foster a positive relationship with families by hosting family friendly events throughout the school year.

When an extenuating circumstance occurs that would require parents or guardians to stay home to attend to their child(ren), they may be confronted with the difficult decision of whether to come to campus in the absence of a policy that provides discretion to instructors and/or supervisors to permit them to bring their child(ren) to campus. In adopting the below policy, the College is attempting to meet the needs of parents or guardians, while at the same time assuring that there will be little to no disruption to other members of the College community.

Policy

This policy applies to all actively enrolled College students, as well as College faculty and staff. The term “Child(ren)”, or any other variation of that term as used herein, is defined as a person under the age of eighteen (18). Children, along with their parent or guardian, may visit college offices and facilities, other than classrooms, for limited periods of time when their parent or guardian is conducting routine business at the college (e.g., registering for classes, etc.). In no event will children be permitted in or around areas where potential hazards exist, including, but not limited to, food, biological, and chemical laboratories. It is required that children are always under the supervision of their parent or guardian, and it is the sole responsibility of the parent or guardian to ensure that their child(ren) are properly supervised at all times. This requirement stems from concerns for the safety and well-being of the child(ren). The College does not assume any responsibility for the caregiving or supervision of children on campus.

Students, faculty, and staff who are parents or guardians with emergency childcare needs requiring their child(ren) to accompany them to class or work, must first request, and receive permission, from their instructor or supervisor within a reasonable timeframe. The instructor or supervisor should exercise discretion in granting this permission by considering the following factors: frequency of requests; age and/or behavior of the child; duration of the visit; nature of the classroom/work environment; and whether the environment offers a quiet and safe area in which the parent or guardian can supervise the child without interrupting or impeding on others' workspace, attention, or time.

The instructor/supervisor is not obligated to grant permission and their decision is final. If the instructor/supervisor approves the parent or guardian’s request, the request must first be discussed with the Office of Public Safety and Security to inform them of this approval as provided in the procedures offered by the appropriate offices and/or departments.

In matters related to College employees, the supervisor may work with the employee, when deemed appropriate, to offer an alternative working arrangement if the child is not permitted to be in the work environment, such as working alternative hours or remotely.

The College is committed to working with students who are parents or guardians of children who may be faced with challenges that could impact their ability to achieve their educational goals. Students with ongoing childcare concerns are encouraged to utilize the supports provided by the College, such as Hudson Helps Resource Center or the Single Stop Center. If students are unable to attend class because their child is not permitted to be in the classroom, they are encouraged to schedule a meeting with their applicable instructor during office hours, either in-person or virtually, to discuss their present situation. Students should be proactive in reaching out to their instructor to minimize any disruptions to their education, such as missed classroom work or assignments.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Human Resources, in consultation with the Office of Student Affairs and Enrollment, will ensure compliance with this policy in all student and personnel matters.

Approved: August 2021

Approved by: Board of Trustees

Category: Children on Campus

Subcategory: Children on Campus

Scheduled for Review: August 2024

Responsible Department(s): Student Affairs and Enrollment, Human Resources

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

IX. ACADEMIC AND STUDENT AFFAIRS

1. Resolution Authorizing Agreement Between Hudson County Community College and Walgreen Company for a Pharmacy Technician Program

WHEREAS, Hudson County Community College (“College”) offers a Pharmacy Technician Program through its Division of Continuing Education and Workforce Development (“CEWD”); and,

WHEREAS, Walgreen Company (“Walgreens”) operates retail drug stores that employ pharmacists and pharmacy technicians (each, a “Pharmacy”); and,

WHEREAS, the College and Walgreens agree that the development of a program (“Program”) in which the College’s pharmacy students (each, a “Student”) can obtain practical experience in a retail pharmacy setting would benefit the College, the Student, and Walgreens, all of which will ultimately provide improved pharmacy services to the community; and,

WHEREAS, Hudson County Community College seeks to enter into an Agreement (“Agreement”) with Walgreens whereby students enrolled in the College’s Pharmacy Technician Program will be able to gain practical experience at a Walgreens Pharmacy, effective upon execution; and,

WHEREAS, this Agreement will remain in effect for three (3) 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 Agreement between Hudson County Community College and Walgreen Company;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Walgreen Company of Deerfield, Illinois, effective upon execution.

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 Agreement Between Hudson County Community College and West New York Board of Education

WHEREAS, Hudson County Community College (“College”) offers professional development programs in self-discovery and personal growth through its Division of Continuing Education and Workforce Development (“CEWD”); and,

WHEREAS, the West New York Board of Education has a need for the provision of professional development in these areas; and,

WHEREAS, CEWD can meet this need; and,

WHEREAS, Hudson County Community College seeks to enter into an Agreement (“Agreement”) with the West New York Board of Education whereby CEWD will provide one-time professional development to employees of West New York Board of Education; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and West New York Board of Education;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and West New York Board of Education of West New York, New Jersey, effective upon approval.

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

3. Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and New Jersey Reentry Corporation

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

WHEREAS, the College offers credit-bearing, continuing education, and workforce development programs as part of its mission; and,

WHEREAS, the New Jersey Reentry Corporation ("NJRC") is seeking a primary educational provider to deliver credit-bearing, continuing education, and workforce development programs for its clients; and,

WHEREAS, the College can meet this need; and,

WHEREAS, the College seeks to enter into a Memorandum of Understanding ("MOU") with NJRC whereby the College will serve as the primary educational provider for NJRC's clients on-site at the NJRC Training and Employment Center in Kearny, New Jersey, effective September 1, 2021; and,

WHEREAS, this MOU will remain in effect for three (3) 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 MOU between Hudson County Community College and New Jersey Reentry Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Memorandum of Understanding between Hudson County Community College and New Jersey Reentry Corporation of Jersey City, New Jersey, effective September 1, 2021.

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

4. Resolution to Approve New and On-going Partnerships with Hudson County High Schools for the Delivery of Credit Course Instruction for Academic Year 2021-22

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

WHEREAS, the College offers high school students in Hudson County the opportunity to enroll in credit-bearing college classes through the Early College Program, and the College has Agreements with public

school districts, charter schools, and private schools in Hudson County to deliver instruction in selected credit courses for high school students on either of the HCCC campuses or at high school sites; and,

WHEREAS, *the College seeks to continue to deliver the Early College Program to Hudson County high school students in AY 2021-22, and the Administration, and Academic and Student Affairs Committee, recommend the approval of new and on-going partnerships with Hudson County High Schools for the delivery of credit course instruction for Academic Year 2021-22;*

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees of Hudson County Community College approve the new and on-going partnerships with Hudson County High Schools for the delivery of credit course instruction for Academic Year 2021-22.*

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

5. Resolution Authorizing Agreement Between Hudson County Community College and Kearny Board of Education

WHEREAS, *Hudson County Community College ("College") desires to enter into an Agreement ("Agreement") with the Kearny Board of Education ("KBOE") for the delivery of dual enrollment instruction; and,*

WHEREAS, *the College agrees to provide dual enrollment instruction in selected college courses for high school students enrolled in Kearny High School; and,*

WHEREAS, *the term of the Agreement is Academic Years 2021-22 through 2024-25; and,*

WHEREAS, *KBOE will be billed for tuition costs directly by HCCC for the students participating in dual enrollment instruction; and,*

WHEREAS, *the charges and terms will remain the same through AY 2024-25 for KBOE students who enter the dual enrollment program in AY 2021-22; and,*

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

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Kearny Board of Education of Kearny, New Jersey.*

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

6. Resolution Authorizing Agreement Between Hudson County Community College and Orange Public School District for the Delivery of Culinary Arts Curriculum

WHEREAS, *Orange Public School District ("OPSD") seeks to offer credit-bearing College courses as part of a Culinary Arts Program for up to 50 Orange High School students; and,*

WHEREAS, *Hudson County Community College's ("College") Early College Program has the capacity to meet the needs of OPSD; and,*

WHEREAS, *the College seeks to enter into an Agreement ("Agreement") with OPSD to offer credit-bearing courses in a Culinary Arts Program, effective September 1, 2021; and,*

WHEREAS, *the term of the Agreement is one (1) year; and,*

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the approval of the agreement between Hudson County Community College and Orange Public School District;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the agreement between Hudson County Community College and Orange Public School District of Orange, New Jersey, effective September 1, 2021;

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

7. Resolution to Approve Memorandum of Understanding Between Hudson County Community College and Union City High School for the Delivery of a Bridge Year Pilot Program

WHEREAS, On June 26, 2020, Governor Phil Murphy signed into law P.L. 2020 c. 41, establishing the Bridge Year Pilot Program, whose purpose is to provide students in the graduating classes of 2021 and 2022 the opportunity to offset disruptions to learning opportunities and participation in extracurricular activities that might have resulted from the closure of schools to in-person instruction in Spring 2020 due to the COVID-19 pandemic; and,

WHEREAS, Under the Bridge Year, certain students in the classes of 2021 or 2022 who have met all their state and local graduation requirements may defer graduation from high school for one year to participate in an additional year of academic courses and extracurricular activities immediately following their senior year, known as the "bridge year," during which the student must remain enrolled in the high school they attended as a junior (host high school); and,

WHEREAS, Union City High School will be recognized by the New Jersey Department of Education ("NJ DOE") as the host high school and Hudson County Community College will be recognized as the local community college within the county where the high school is located; and,

WHEREAS, Bridge Year sets forth a series of academic and extracurricular requirements and opportunities for participating students; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the approval of the Memorandum of Understanding between Hudson County Community College and Union City High School;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Memorandum of Understanding between Hudson County Community College and Union City High School of Union City, New Jersey, effective upon approval.

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

8. Resolution to Approve Memorandum of Understanding Between Hudson County Community College and Jersey City Public Schools for the Delivery of a Bridge Year Pilot Program

WHEREAS, On June 26, 2020, Governor Phil Murphy signed into law P.L. 2020 c. 41, establishing the Bridge Year Pilot Program, whose purpose is to provide students in the graduating classes of 2021 and 2022 the opportunity to offset disruptions to learning opportunities and participation in extracurricular activities that might have resulted from the closure of schools to in-person instruction in Spring 2020 due to the COVID-19 pandemic; and,

WHEREAS, Under the Bridge Year, certain students in the classes of 2021 or 2022 who have met all their state and local graduation requirements may defer graduation from high school for one year to participate in an additional year of academic courses and extracurricular activities immediately following

their senior year, known as the “bridge year,” during which the student must remain enrolled in the high school they attended as a junior (host high school); and,

WHEREAS, *Jersey City Public Schools will be recognized by the New Jersey Department of Education (“NJ DOE”) as the host high school and Hudson County Community College will be recognized as the local community college within the county where the high school is located; and,*

WHEREAS, *Bridge Year sets forth a series of academic and extracurricular requirements and opportunities for participating students; and,*

WHEREAS, *the Administration, and Academic and Student Affairs Committee, recommend the approval of the Memorandum of Understanding between Hudson County Community College and Jersey City Public Schools;*

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees of Hudson County Community College approve the Memorandum of Understanding between Hudson County Community College and Jersey City Public Schools of Jersey City, New Jersey, effective upon approval.*

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

9. Resolution Authorizing Affiliation Agreement Between Hudson County Community College, Robert Wood Johnson Physician Enterprise, P.A., and Barnabas Health Medical Group, for Clinical Experiences for the Medical Assisting Program

WHEREAS, *Hudson County Community College (“College”) offers a Medical Assisting Program (“Program”) through its Division of Nursing and Health Sciences; and,*

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

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

WHEREAS, *Robert Wood Johnson Physician Enterprise, P.A. and Barnabas Health Medical Group (“Group”) have the capacity to meet the needs of the Program; and,*

WHEREAS, *Hudson County Community College seeks to enter into an Affiliation Agreement (“Agreement”) with the Group whereby students enrolled in the Program will be able to complete clinical experiences, retroactive to August 1, 2021; 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 Agreement between Hudson County Community College and the Group;*

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and the Group, retroactive to August 1, 2021.*

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration, and the Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1-9:**

(1) Resolution Authorizing Agreement Between Hudson County Community College and Walgreen Company for a Pharmacy Technician Program; (2) Resolution Authorizing Agreement Between Hudson County Community College and West New York Board of Education; (3) Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and New Jersey Reentry Corporation; (4) Resolution to Approve New and On-going Partnerships with Hudson County High Schools for the Delivery of Credit Course Instruction for Academic Year 2021-22; (5) Resolution Authorizing Agreement Between Hudson County Community College and Kearny Board of Education; (6) Resolution Authorizing Agreement Between Hudson County Community College and Orange Public School District; (7) Resolution to Approve Memorandum of Understanding Between Hudson County Community College and Union City High School for the Delivery of a Bridge Year Pilot Program; (8) Resolution to Approve Memorandum of Understanding Between Hudson County Community College and Jersey City Public Schools for the Delivery of a Bridge Year Pilot Program; and, (9) Resolution Authorizing Affiliation Agreement Between Hudson County Community College, Robert Wood Johnson Physician Enterprise, P.A., and Barnabas Health Medical Group, for Clinical Experiences for the Medical Assisting Program.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: August 10, 2021

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

_____ Aye _____ Nay

PHARMACY EXPERIENTIAL AGREEMENT

This Pharmacy Experiential Agreement (the “Agreement”) has been entered into as of the ____ day of _____, 202__ (the “Effective Date”) by and between Walgreen Co., an Illinois corporation, on behalf of itself and its subsidiaries, with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015 (“Walgreens”) and _____, located at _____ (the “School”), and such additional schools/campuses as listed in Exhibit A, attached and incorporated herein.

WHEREAS, the School has established a curriculum to train pharmacists or pharmacy technicians, or both, and

WHEREAS, Walgreens operates retail drug stores which employ pharmacists and pharmacy technicians (each, a “Pharmacy”), and

WHEREAS, the parties agree that the development of a program (the “Program”) whereby certain of the School’s pharmacy students (each, a “Student”) can obtain practical experience in a retail pharmacy setting would benefit the School, the Student and Walgreens, all of which will ultimately provide improved pharmacy services to the community;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

1. THE PROGRAM

The parties will design the Program to allow Students to obtain practical clinical experience in a Pharmacy in accordance with Walgreen’s Experiential Rotations – Practice Guidelines attached hereto and made a part hereof and the Accreditation Council for Pharmacy Education’s guidelines on pharmacy practice experiences (collectively hereinafter referred to as “the Program”). The Program will be designed to provide practical experience in accordance with applicable state law, in one or more of the following areas: dispensing medications; communication with peers, patients, and physicians; prescription computer data entry; compounding; inventory management; experience with automated dispensing systems; patient care, immunizations and/or health screenings. The Program will involve the Students’ use of Walgreens Protected Health Information (“Protected Health Information”), which shall mean any information created or received by Walgreens, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The number of hours of experience provided to each Student will be as agreed to by the parties.

2. TERM; TERMINATION

This Agreement will commence on the Effective Date and shall continue up to a period of three (3) years (the “Term”). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the current academic semester, trimester or quarter, as applicable.

3. WALGREENS RESPONSIBILITIES

3.1 Patient Care. Walgreens will remain responsible at all times for patient care. Walgreen will provide reasonable supervision and feedback to each Student and to the School, including verifying in writing all hours and dates worked by a Student. Walgreen will promptly report to the School the unsatisfactory progress (including without limitation unexcused absences) of any Student.

3.2 Equipment. Walgreens will make available all required equipment, systems and supplies at the Pharmacy, including providing each Student with sufficient orientation to the equipment and systems at the Pharmacy to enable the Student to perform any tasks assigned.

3.3 Capacity. Walgreens will notify the School at least fifteen (15) days before the start of each academic period (quarter, semester, trimester, etc.) as to the number of Students it can accommodate for the upcoming academic period.

3.4 Staffing. Walgreens will maintain at least its normal staffing levels while Students are present at a Pharmacy. In no event will a Student be expected or allowed to perform services in lieu of staff employees.

3.5 CLIA Waivers. Walgreens will obtain a certificate of waiver required under the Clinical Laboratory Improvement Amendments of 1988, as amended, and regulations promulgated thereunder, 42 CFR 493.15 et seq., for any tests to be performed by a Student in connection with the Program.

3.6 ACPE Guidelines. Walgreens will design the Program in cooperation with the School to meet stated objectives for the various stages of the experiential program.

4. SCHOOL RESPONSIBILITIES

4.1 Qualification of Students. The School shall ensure, through qualified faculty and curriculum, that each Student is adequately prepared to benefit from his or her placement in the Program, including both classroom and laboratory instruction. A candidate’s preparedness shall be measured by (i) academic performance indicating an ability to understand what the Student will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Student will observe and perform, and (iii) the candidate’s deportment and conduct as appropriate for a professional clinical setting. Prior to the commencement of their clinical assignment, the School will also ensure that all Students and faculty members

involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreens standards, procedures and code of ethics.

4.2 Program Coordinator. The School will appoint one (1) faculty member to serve as the educational coordinator for the Program (the “Coordinator”). The Coordinator will be responsible for the overall management of each Student’s educational experience while participating in the Program. Either the Coordinator or another faculty or staff member will be on call at all times while Students are present at any Pharmacy in connection with the Program.

4.3 Permits. The School shall maintain, at all times during the Term, accreditation as an educational institution; all licenses and permits necessary to the Program (including without limitation, an application for the applicable pharmacists’ or pharmacy technician’s license for each Student, if required by state or local law); and full and unrestricted accreditation of the Program from the applicable accrediting organization as agreed by the parties. The School shall promptly notify Walgreens of any adverse change in its accreditation or licensing status.

4.4 Background Testing. The School will be primarily responsible for selecting each Student who is to participate in the Program. Where required by applicable law, the School will verify that each Student (a) has a current PPD skin test, a physical examination, a rubella titer, documentation of two live measles vaccines, varicella titer, and Hepatitis B vaccine (or a signed waiver stating the Student has elected not to initiate the Hepatitis vaccine); (b) has completed OSHA training for blood-borne pathogens; and (c) has obtained any required certifications to allow the Student to provide education and counseling for the advanced pharmacy practice experiences and where permissible by law. The School will conduct a criminal background check for each Student, including obtaining, as applicable, information from Federal, State (including the Student’s state of residence if different from the state in which the School is located) and local governmental sources. All background checks shall be conducted in a manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws. If any student’s background check reveals a prior criminal record or any other negative material, the School and Walgreens will jointly evaluate whether such student should remain a candidate for the Program.

5. STUDENT RESPONSIBILITIES

At all times while participating in the Program at a Pharmacy, all Students shall adhere to Walgreens workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy and confidentiality, professional conduct; maintain good standing at the School, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

6. FERPA COMPLIANCE

The parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in their handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party

will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents with regard to their respective obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that act. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted redisclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify and hold harmless the other party and their officers, employees and agents from any liability, damages, claims actions, causes of actions, demands, judgments or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees or agents to abide by the Family Educational Rights and Privacy Act or its implementing regulations.

7. INSURANCE

7.1 Health and Medical Insurance. To the extent permitted by law, the School shall procure and maintain, for the benefit of each Student and at no cost or expense to Walgreens, comprehensive health and medical insurance. If the School is prohibited by law from providing such insurance, each Student will be responsible for procuring and maintaining the required coverages and providing the certificate of insurance at the Student's sole cost and expense, as a prerequisite for that Student's participation in the Program.

7.2 Professional Liability. The School shall procure and maintain, for the benefit of each Student and at no cost or expense to Walgreens, insurance against professional liability claims in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the professional liability coverage with regard to Walgreens under this Agreement is primary and non-contributing. A certificate of such insurance shall be provided to Walgreens within ten (10) days after execution of this Agreement and annually thereafter on the anniversary of the Effective Date.

8. INDEMNIFICATION

8.1 Indemnity by School. To the fullest extent allowed by law, the School shall, during the term of this Agreement, indemnify and hold Walgreens and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of any Student or School employees in connection with the Program; provided however, that the School will not indemnify or hold Walgreens harmless for any claims or damages arising from the negligence or willful misconduct of Walgreens. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

8.2 Indemnity by Walgreens. To the fullest extent allowed by law, Walgreens shall, during the term of this Agreement, indemnify and hold the School and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of Walgreens in connection with the Program; provided however, that Walgreens will not indemnify or hold the School harmless for any claims or damages arising from the negligence or willful misconduct of the School or any Student or resulting from the failure of the School or any Student to adhere to the Program and all applicable guidelines described in Paragraph 1 above. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

8.3 Negligence. Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents or employees to the full extent allowed by law.

9. CONFIDENTIALITY

9.1 Definition. Each party may be given access to the other party's confidential and proprietary information. "Confidential Information" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; Protected Health Information, patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; proprietary Walgreens information; and proprietary Program design elements.

9.2 Duty to Protect. Each party will protect the other party's Confidential Information and will not use or disclose Confidential Information other than as permitted or required by the Agreement or as Required by Law. Each Party will apprise said persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement.

9.3 Exclusions. Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "Recipient"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or operation of law.

9.4 HIPAA Compliance. Without limiting the foregoing, the School shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder ("HIPAA"). The School acknowledges and agrees that all patient records of Walgreens shall be and remain the property of and in the custody of Walgreens. Upon termination of this Agreement, Students shall not have access to the patient record of any Walgreens patient under this Agreement. Further, at no time during or upon termination of this Agreement shall any Student retain Walgreens Confidential Information.

9.5 Survival. The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

10. EMPLOYMENT PRACTICES

10.1 Recordkeeping. Each party's respective employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. The School agrees that it shall accept Students for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreens will accept Students into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

10.2 Termination of Students. Walgreens shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Student whose performance is unsatisfactory or whose characteristics and activities are detrimental to Walgreens business or Walgreens responsibility to provide quality health care. Termination of a student must be followed with a written communication to the Coordinator, including a statement of facts describing the Student's unacceptable conduct that resulted in such termination.

10.3 No Guaranteed Offer. Walgreens does not guarantee an offer of employment to any Student in connection with the Program.

10.4 No Compensation. The parties understand and agree that neither party, nor any Student, will be entitled to compensation hereunder for its participation in the Program. No Student will be considered an employee of either the School or Walgreens as a result of participation in the Program, and neither the School nor Walgreens will be responsible for Worker's Compensation coverage with respect to any Student.

11. MISCELLANEOUS

11.1 Force Majeure. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

11.2 Headings, Counterparts. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this

Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.3 Modification of Agreement. This Agreement may not be modified or amended except by a written document mutually agreed to and executed by an authorized representative of each party.

11.4 Severability. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

11.5 Compliance with Laws. The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

11.6 Independent Contractor. The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the School and Walgreens. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Walgreens nor the School shall be under any obligation to any third party by reason of this Agreement or any term thereof.

11.7 Publicity. Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Walgreens shall not be valid unless obtained from Walgreens corporate Vice President or Divisional Vice President of Corporate Communications.

11.8 Notices. All notices under this Agreement (excluding routine communications) shall be emailed and/or mailed, to:

School

Walgreens

Walgreen Co.
102 Wilmot Road, MS 1237
Deerfield Illinois 60015
Externships@walgreens.com
Attn.: Externships

Walgreen Co.
104 Wilmot Road, MS 1446
Deerfield, IL 60015
Attn: Commercial Legal Services

Notices shall be deemed given upon receipt or refusal to accept delivery.

11.9 Conduct. At all times while present at a Pharmacy, the School and its employees and students (including the Students) will comply with all applicable Walgreens policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA privacy and compliance; and (viii) pharmacy code of conduct.

11.10 Non-Assignment. Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

11.11 Non-Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

11.12 Entire Agreement. This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

[SCHOOL]

WALGREEN CO.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved by Department	
Commercial Legal Services	By: _____
Talent Acquisition	By: _____

EXHIBIT A

[List of schools, colleges, campuses, locations, and divisions of Organization covered under the Agreement for participants from the Organization. Each should be listed with applicable details for name, address, primary contact with contact information, and such other relevant details for Program.]



Walgreen Co. Experiential Rotations – Practice Guidelines

General Statement:

- For the purposes of these guidelines, “pharmacy extern” refers to any non-paid pharmacy student completing an IPPE or APPE rotation through an accredited pharmacy school at any Walgreens location.
- For the purposes of these guidelines, “Protected Health Information” refers to any information created or received by Walgreens, whether oral or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.
- “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.
- Pharmacy externs may not complete an IPPE or APPE rotation at a Walgreens location or with any Walgreens personnel unless a current Experiential Agreement contract, signed by the CHRO or CHRO appointed representative is on file with the Walgreens Legal Department.
- Pharmacy externs may not participate in any pharmacy practice not permitted by Walgreens Company Policy, federal, and state pharmacy practice regulations. In some cases, Walgreens may be more restrictive regarding acts that may be performed by pharmacy externs. In those events, Walgreens policy will apply. During their rotations at Walgreens, at no time may a pharmacy extern perform any act during their rotations that is not permitted by state and federal law, and Walgreens Company Policy.

Section 1. Introductory Pharmacy Practice Experience Program Guidelines

1. Interaction and communication with pharmacy staff

- a. The pharmacy extern must promptly seek advice from the appropriate source(s) when he/she has questions concerning the application of pharmacy policies and laws, including any state or federal privacy laws.

2. Interaction and communication with patients

- a. The pharmacy extern must maintain privacy and confidentiality of all Protected Health Information, which includes patient information and pharmacy records, pursuant to Walgreens policies and any applicable state or Federal privacy laws.

3. Interaction and communication with healthcare professionals

- a. The pharmacy extern must maintain a professional demeanor and promote the professional image of the pharmacy while interacting and communicating with healthcare professionals.

- b. The pharmacy extern must not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 4. Processing and dispensing medication orders**
- a. The pharmacy extern must not remove, pass, or consume a drug without a valid prescription and without paying for it.
 - b. The pharmacy extern must not violate any Walgreens Company Policies, state or federal pharmacy laws, and any applicable federal or state privacy laws.
- 5. Responding to drug information questions**
- a. The pharmacy extern must maintain a professional demeanor and promote the professional image of the pharmacy while interacting and communicating with healthcare professionals.
 - b. When applicable, the pharmacy extern will ensure the pharmacist on duty is aware and in direct supervision of the extern during any communication with other healthcare professionals.
 - c. When applicable, any interaction between the pharmacy extern and patients/customers will be according to Walgreens Company Policy and all state and federal regulations regarding the practice of pharmacy, including any applicable federal or state privacy laws.
- 6. Performing calculations required to compound, dispense, or administer medications**
- a. The pharmacy extern must perform calculations required to compound, dispense, and administer medications only under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 7. Billing third parties for pharmacy services**
- a. The pharmacy extern must participate in third party billing practices under the direct supervision of a Walgreens registered pharmacist on duty and according to all Walgreens Company policies.
- 8. Patient care opportunities**
- a. Immunizations**
 - i. The pharmacy extern may be permitted to administer vaccinations to patients in accordance with all applicable laws, certification requirements and Walgreen policy.
 - ii. The pharmacy extern may be permitted to provide education and counseling to patients regarding pharmacist administered vaccinations, only in accordance with Walgreens Company Policy and any applicable state and federal regulations regarding privacy or the Practice of Pharmacy.
 - iii. The pharmacy extern may provide education and counseling to patients under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
 - b. Health Testing**
 - i. At all times, Pharmacy Interns that conduct health tests will follow Walgreens Health Testing Good Laboratory and Testing Practices and all other Company policy and procedures and any and all applicable state and federal regulations that apply to health testing.

- ii. Prior to providing any health testing services, Pharmacy Interns are required to successfully complete and provide documentation of completion of the following:
 - 1. Walgreens Certificates of Completion for Health Testing training programs in Blood Pressure, Body Composition, Diabetes, and Cholesterol Testing
 - 2. Completion of hands-on training for Diabetes and Cholesterol testing with skills documentation (web form) and the Training Check List for each test.
 - 3. Annual OSHA Bloodborne Pathogen and Needlestick Prevention Training.
 - 4. Written documentation of either Hepatitis B vaccination series completion or declination.
- iii. Pharmacy Interns, who meet all of Walgreens health testing training requirements and perform activities **under the direct supervision** of a health testing trained pharmacist at all times, in a **CLIA waived** pharmacy may:
 - 1. Answer specific patient questions related to health tests
 - 2. Conduct health tests on patients
 - 3. Provide counseling on health testing results
 - 4. Communicate health testing results to patient's health care provider
 - 5. Conduct Wellness calls to patients that test outside of target ranges
- iv. In non-CLIA waived locations Pharmacy Interns will be permitted to conduct blood pressure testing under the direct supervision of a trained pharmacist at all times. In this instance the intern may:
 - 1. Answer specific patient questions related to blood pressure tests
 - 2. Conduct blood pressure tests on patients
 - 3. Provide counseling on blood pressure test results
 - 4. Communicate test results to patient's health care provider
 - 5. Conduct Wellness calls to patients that test outside of target ranges

Section 2. Advanced Pharmacy Practice Experience Program Guidelines

1. Interaction and communication with pharmacy staff

- a. The pharmacy extern must promptly seek advice from the appropriate source(s) when he/she has questions concerning the application of pharmacy policies and laws, including any applicable federal or state privacy laws.
- 2. Identification and evaluation of drug therapy components**
- 3. Interaction and communication with patients**
 - a. The pharmacy extern must maintain privacy and confidentiality of all Protected Health Information, which includes patient information and pharmacy records, pursuant to Walgreens policies and any applicable state or federal privacy laws.
- 4. Interaction and communication with healthcare professionals**
 - a. The pharmacy extern must maintain a professional demeanor and promote the professional image of the pharmacy while interacting and communicating with healthcare professionals.
 - b. The pharmacy extern must not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 5. Consultation with patients regarding prescription and self-care products**
 - a. The pharmacy extern must promptly seek advice from the appropriate source(s) when he/she has questions concerning the application of pharmacy policies and laws, including any applicable federal or state privacy laws.
 - b. The pharmacy extern may provide education and counseling to patients under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 6. Identification and reporting medication errors and adverse drug reactions**
 - a. The pharmacy extern may provide education and counseling to patients under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
 - b. The pharmacy extern must promptly seek advice from the appropriate source(s) when he/she has questions concerning the application of pharmacy policies and laws, including any applicable federal or state privacy laws.
 - c. The pharmacy extern must maintain privacy and confidentiality of all Protected Health Information, which includes patient information and pharmacy records, pursuant to Walgreens policies and any applicable state or federal privacy laws.
 - d. The pharmacy extern must not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 7. Utilization of clinical and scientific publications in the decision making process**
- 8. Managing the drug regimen through monitoring and assessment of patient information**
 - a. The pharmacy extern may provide education and counseling to patients under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
 - b. The pharmacy extern will promptly seek advice from the appropriate source(s) when he/she has questions concerning the application of pharmacy policies and laws, including any applicable federal or state privacy laws.
 - c. The pharmacy extern must maintain privacy and confidentiality of all Protected Health Information, which includes patient information and pharmacy records, pursuant to Walgreens policies and any applicable state or federal privacy laws.

- d. The pharmacy extern must not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 9. Managing systems for the storing, preparation, and dispensing of medications**
- a. The pharmacy extern must participate in managing systems for storing, preparation, and dispensing of medications under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 10. Participation in purchasing activities**
- a. The pharmacy extern must participate in purchasing activities under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 11. Participation in human resources management**
- a. The pharmacy extern must participate in human resources management activities under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 12. Participation in medication resources management**
- a. The pharmacy extern must participate in medication resources management activities under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 13. Participation in data management systems (pharmacy workload and financial performance)**
- a. The pharmacy extern must participate in data management systems (pharmacy workload and financial performance) activities under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
- 14. Participation in medication therapy management (MTM) programs**
- a. The pharmacy extern may participate in medication therapy management (MTM) provided that the stipulations under section 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, and 2.8 are met.
- 15. Participation in patient care activities**
- a. **Immunizations**
 - i. The pharmacy extern may be permitted to administer vaccinations to patients in accordance with all applicable laws, certification requirements and Walgreen policy.
 - ii. The pharmacy extern may be permitted to provide education and counseling to patients regarding pharmacist administered vaccinations, only in accordance with Walgreens Company Policy and any applicable state and federal regulations regarding the Practice of Pharmacy.
 - iii. The pharmacy extern may provide education and counseling to patients under the direct and immediate supervision of a Walgreens registered pharmacist on duty.
 - b. **Health Testing**
 - i. At all times, Pharmacy Interns that conduct health tests will follow Walgreens Health Testing Good Laboratory and Testing Practices and all other Company policy and procedures and any and all applicable state and federal regulations that apply to health testing.

- ii. Prior to providing any health testing services, Pharmacy Interns are required to successfully complete and provide documentation of completion of the following:
 - 1. Walgreens Certificates of Completion for Health Testing training programs in Blood Pressure, Body Composition, Diabetes, and Cholesterol Testing
 - 2. Completion of hands-on training for Diabetes and Cholesterol testing with skills documentation (web form) and the Training Check List for each test.
 - 3. Annual OSHA Bloodborne Pathogen and Needlestick Prevention Training.
 - 4. Written documentation of either Hepatitis B vaccination series completion or declination.
- iii. Pharmacy Interns, who meet all of Walgreens health testing training requirements and perform activities **under the direct supervision** of a health testing trained pharmacist at all times, in a **CLIA waived** pharmacy may:
 - 1. Answer specific patient questions related to health tests
 - 2. Conduct health tests on patients
 - 3. Provide counseling on health testing results
 - 4. Communicate health testing results to patient's health care provider
 - 5. Conduct Wellness calls to patients that test outside of target ranges
- iv. In non-CLIA waived locations Pharmacy Interns will be permitted to conduct blood pressure testing under the direct supervision of a trained pharmacist at all times. In this instance the intern may:
 - 1. Answer specific patient questions related to blood pressure tests
 - 2. Conduct blood pressure tests on patients
 - 3. Provide counseling on blood pressure test results
 - 4. Communicate test results to patient's health care provider
 - 5. Conduct Wellness calls to patients that test outside of target ranges

16. Participation in medication therapy management (MTM) programs

- a. The pharmacy extern may participate in medication therapy management (MTM) provided that the stipulations under section 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, and 2.8 are met.

BOARD OF EDUCATION
WEST NEW YORK, NEW JERSEY

AGREEMENT FOR CONSULTANT

WHEREAS, this contract is made as on this , between the West New York Board of Education, County of Hudson, with its administrative offices located at 6028 Broadway, West New York, NJ 07093 ("the District"), and _____

WHEREAS, a contract for consulting services may be awarded without bid under N.J.S.A. 18A: ISA-5 (a) (1), (2).

WHEREAS , the District and the Contractor wish to embody the terms and conditions of their employment relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. The District does hereby engage and employ Contractor in the public schools under the control of said District for the position of. Contractor will provide the following services:

2. The Contractor, in consideration of the making of this Contract and the sum of \$ _____ for School Year _____, agreed to be paid hereunder by the District as the maximum and full compensation, shall provide the aforementioned services on or within the following time:

3. The District shall remit payment to the Contractor after the above-mentioned services have been rendered. Payment is conditioned upon prior execution by the Contractor of district vouchers and other documents, which may be required for the proper fiscal management of the public school district.

4. During the performance of this contract, the Contractor agrees to follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not

be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, where available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this non-discrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJ.AC. 17:27-5.2 promulgated by the treasurer pursuant to P.L. 1975, c 127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals detemlined by the Affirmative Action Office pursuant to NJ.AC. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127., as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the

Affirmative Action Officer as may be requested by the office from time to time in order to carryout the purposes of these regulations, and public agencies shall furnish such information as maybe requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

5. To the fullest extent permitted by law, the contractor and subcontractor shall indemnify and hold harmless the District, its agents, employees, from and against any claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of tangible

property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Indemnification paragraph. The foregoing indemnification obligations under the indemnification paragraph shall not be limited as to an amount or type of damages, compensation, or benefits payable by or for the contractor or subcontractor under workers' or workmen's' compensation acts, disability benefits acts, or other employee benefit acts.

6. The Contractor will supply the District with a certificate of insurance prior to the commencement of the services to be rendered.

7. This Contract may be terminated by either party upon giving fifteen (15) days written notice via certified and regular mail of intention to terminate the same; but in the absence of any such notice, the Agreement shall remain in effect for the full term named above, In the event of termination, the Contractor shall be entitled to payment for services performed up to the date of notice of termination.

8. Contractor represents and acknowledges that he has had the right and opportunity to seek the advice of independent legal counsel with respect to the interpretation, meaning and legal effect of entering into this Agreement prior to executing same.

9. This Agreement represents and incorporates the full and final understanding between the parties. Any amendment, modification and/or final understanding between the parties to this Agreement shall be effective only upon execution of a written Agreement by the parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth below.

ATTEST:

WEST NEW YORK BOARD OF EDUCATION

DATED:

WITNESS:

CONTRACTOR

DATED:

**Agreement Between
Hudson County Community College
and
New Jersey Reentry Corporation
September 1, 2021- August 31, 2024**

Description

Hudson County Community College (HCCC) and the New Jersey Reentry Corporation (NJRC) have established a partnership to provide education and training to clients of the NJRC. The partnership includes the provision of instruction by HCCC faculty in credit-bearing degree and certificate programs and the provision of Continuing Education and Workforce Development (CEWD) courses and programs at the NJRC Kearny Training Center.

Partnership Activity 1: Instruction in Title IV Eligible Degree and Certificate Programs

I. Purpose and Goals

The primary objective of the Agreement for Partnership Activity 1 is to establish a partnership whereby Hudson County Community College (HCCC) agrees to provide instruction in selected courses and programs for clients of the NJRC at the NJRC Training Center. The instruction will be performed by HCCC faculty at the NJRC's Training and Employment Center in Kearny, New Jersey ("Training and Employment Center").

II. Institutional Responsibilities

HCCC will identify Title IV eligible programs for delivery at the Training and Employment Center in collaboration with NJRC. Programmatic offerings will align with labor market demand and the needs of NJRC's clients. Courses may also be delivered in online or remote formats.

1. NJRC will identify students to enroll in credit-bearing, Title IV eligible degree and certificate programs. Initial recruitment is the purview of the NJRC and all students must meet the College's general admissions standards.
2. NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
3. Students must complete the HCCC application and meet the College's general admission standards:
 - a. Have earned a High School Diploma or General Education Development (GED) certificate;
 - b. Be at least 18 years of age;
 - c. Submit current proof of residency (NJ State ID/County ID/ home phone bill or utility bill in student's name) in order to establish the accurate tuition rate; and,
 - d. Submit immunization records (if attending HCCC as a full-time student).

College transcripts (if applicable) should be forwarded to the Office of the Registrar. Official transcripts must be received in a sealed envelope from the institution. Once opened, transcripts are considered unofficial.

High School transcripts are not required for admission to HCCC, but may be required by the Financial Aid Office, or a specific academic program. Students should send high school transcripts directly to the requesting department.

4. HCCC will arrange with the NJRC for the administration of the College Placement Test, or an alternate placement process (e.g., Multiple Measures), if necessary, and students must meet the minimum scores required by each academic department to qualify to take specific HCCC courses. Students who do not meet the minimum requirements will be permitted to take required developmental and/or pre-requisite courses at the same tuition rates listed below.
5. HCCC and NJRC are authorized to exchange pertinent student information.
6. During the term of this Agreement, each institution hereby grants to the other institution a non-exclusive and non-transferable right, to use and display the other institution's name and/or logos in print publications in connection with the promotion and implementation of this Agreement. All promotional and/or marketing materials created or used by either institution will be pre-approved by the other institution prior to dissemination; such approval not to be unreasonably withheld.
7. Unless authorized by Hudson County Community College, the New Jersey Reentry Corporation will not make any representations or offer any guarantees to prospective students about the likelihood of awards of financial aid or scholarships or student employment at Hudson County Community College.
8. The policies reflected in this Agreement apply only to the College's records. In the case of transfer to another institution of higher education, the acceptance of all credits awarded by this Agreement will be in accordance with the prevailing policies of the receiving institution.
9. Transfer of credits earned at other institutions of higher education, by examination, or other assessment of prior learning shall adhere to HCCC Transfer Policy.
10. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

III. Payment

1. HCCC shall be solely responsible for establishing, collecting and retaining tuition from students enrolled in any of its degree or certificate programs.
2. NJRC will provide additional support in helping prospective students complete the Free Application for Federal Student Aid (FAFSA) and other pertinent financial aid paperwork.

Partnership Activity 2: Continuing Education and Workforce Development Classes (Non-Credit)

I. Purpose and Goals

The primary objective of the Agreement for Partnership Activity 2 is to establish a partnership between the Hudson County Community College (HCCC) Division of Continuing Education and Workforce

Development (CEWD) and the New Jersey Reentry Corporation (NJRC) whereby HCCC CEWD will deliver continuing education and workforce development classes at the NJRC's Training and Employment Center in Kearny, New Jersey ("Training and Employment Center").

II. Institutional Responsibilities

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

New Jersey Reentry Corporation (NJRC)

- a) NJRC will consult with HCCC to determine the training course subject(s) and scheduling.
- b) NJRC agrees to provide classrooms for training onsite at the Training Center for use by HCCC CEWD.
- c) NJRC agrees to recruitment and notification of clients to assure that members are in attendance at the assigned times.
- d) NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
- e) NJRC agrees to obtain required documentation for the One-Stop certification process or other grant documentation requirements.
- f) NJRC shall be responsible for its actions as well as the actions of its members and anyone taking classes. NJRC agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or NJRC client interaction.

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

- a) HCCC CEWD agrees to consult with NJRC regarding training course offerings.
- b) HCCC CEWD will provide classroom-based instruction in subject areas requested by NJRC.
- c) HCCC CEWD will hold the training classes at the Training and Employment Center located at 195 Campus Drive, Kearny, New Jersey, 07032 (with option to online/remote learning).
- d) HCCC CEWD will develop and/or provide curricula for each training class requested.
- e) HCCC CEWD will record and maintain student attendance.
- f) HCCC CEWD will provide final evaluations and certificate of completion for those who successfully complete the program.

III. Payment

- a. Tuition for each course will be determined by HCCC.
- b. HCCC CEWD will identify funding streams, including One Stop Individual Training Accounts and other grant funding sources.
- c. HCCC CEWD and NJRC will work collaboratively to use these funding streams to cover the cost of training and instruction provided by HCCC CEWD.

Partnership Activities 1 & 2

I. Responsibilities of Parties

1. HCCC and NJRC will work collaboratively to support and effectively administer this agreement in the best interest of the students.
2. HCCC and NJRC will regularly communicate regarding changes in program requirements and any other relevant issues and / or concerns.
3. HCCC and NJRC agree to promote the Articulation agreement in appropriate publications and at recruitment and outreach activities.
4. NJRC agrees to distribute information provided by HCCC to its clients regarding the educational offerings provided by HCCC.
5. HCCC and NJRC agree to jointly research and apply for grant funding to support the educational offerings.
6. The intent of the institutions is that neither shall receive any compensation from the other under this Agreement and there will be no tuition or revenue sharing of any kind. Neither institution shall have any financial obligation to the other institution under this Agreement.
7. To the extent allowable by applicable law, each institution hereby assumes all risks of personal injury, property damage and third party claims attributable to the negligent acts or omissions of that institution and the officers, employees and agents thereof.
8. NJRC agrees to provide office space for an on-site HCCC representative and a space where HCCC faculty delivering instruction at the Training Facility can prepare for classes and meet with students.

II. Dispute Resolution

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

III. Governing Law

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws provisions therein.

IV. Assignment

The rights of the College or the NJRC under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

V. Notices

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

As to NJRC:

NJRC
195 Campus Drive Kearny, New Jersey 07032
Attention: Anthony Campisi, Training Director

As to the College:

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

VI. 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.

VII. Agreement Review

The term of this Agreement shall be for three years, from September 1, 2021 through August 31, 2024. HCCC will notify NJRC of curricular changes upon institutional approval. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

Representatives of the College and representatives of NJRC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean, the Chief Academic Officer, and the President.

This agreement represents the entire agreement between HCCC and NJRC through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party.

VIII. General Provisions:

- a. Neither party shall have the right to assign this agreement without the prior written consent of the other party.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.
- e. The parties may execute this agreement in two counterparts, each of which shall have full legal force and effect.
- f. This agreement shall be interpreted and construed under the laws of the state of New Jersey, principles of conflicts of law notwithstanding.
- g. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.

- h. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

X. Signatures

New Jersey Reentry Corporation

Hudson County Community College

By: _____
Governor James McGreevey

By: _____
Dr. Christopher M. Reber, President

Date

Date

**New and On-Going Partnerships with Hudson County High Schools for the
Delivery of Credit Course Instruction for Academic Year 2021-2022
Under the Early College Program**

Hudson County Community College (HCCC) proposes agreements with school districts, charter, and private schools in Hudson County for the delivery of instruction in selected credit courses and degree programs for high school students on the HCCC or high school campuses. Individual high school students who live in or attend school in Hudson County are eligible to enroll in up to eighteen (18) credits per year at a reduced tuition rate and receive college credit upon successful completion of courses. Agreements with Bayonne High School, Kearny High School, High Tech High School, Hoboken High School, and schools within the Jersey City Public School District will continue to allow students to exceed 36 credits to obtain an Associate Degree. Students have access to HCCC's academic advising program, tutoring services, library resources and computer laboratories. In order to participate in the Early College Program, students must successfully complete one of the mechanisms for college placement for required prerequisite courses and must have the approval of their parents/guardians and guidance counselors.

The tuition for the Early College Program will be determined on an annual basis by agreement with the individual school districts, charter, or private schools, and based on the type of selected course(s), instructor(s), and location. For the 2021-2022 academic year (Fall/Spring/Summer I/Summer II) the majority of course offerings will carry a tuition rate of \$74.50 per credit, and will be applied for classes taught by HCCC faculty.

Differentiated tuition per credit will be applied for courses taught on the high school campus by the high school faculty during the day (\$37.25) or where HCCC provides some equipment/supplies (\$74.50). The College will waive all general HCCC fees with the exception of selected laboratory fees. HCCC will not bill students directly for tuition, unless the school district identifies the students as self-paying students. Any required transportation or textbook will be provided by the high school or student.

A. Bayonne Board of Education (Bayonne High School)

Bayonne Board of Education partnered with Hudson County Community College (HCCC) to provide an Associate Degree in Liberal Arts to students selected by Bayonne High School. The agreement began in the 2020-2021 academic year, and the 2nd cohort will begin this year. The instruction will be performed by either HCCC faculty on the Hudson County Community College campus or HCCC-approved High School faculty on the high school campus through at least the 2025-2026 academic year.

B. Harrison Board of Education (Harrison High School)

Since 2014, the inaugural year of Early College's partnership with Harrison High School, over 100 students have been served and supported. Harrison High School will continue their partnership for the sixth year and will be selecting seniors who are college ready to take Psychology, Sociology, Speech, and Political Science at the Journal Square Campus at Hudson County Community College taught by HCCC faculty. Our partnership includes a two-year culinary program in which students will earn 10 credits towards in Culinary and Hospitality. The program starts in the junior year and ends their senior year. The courses, in sequential

order, are Introduction to the Hospitality Industry, Food Sanitation & Culinary Principles, Table Service I, Pantry and Breakfast Cookery, and Production Kitchen Skills I. Students in the graduating class of 2018 were part of the first senior class at Harrison to complete the program and receive a certificate of completion on May 11, 2018. The partnership went on hiatus during the 2020-21 academic year, but will begin again in the 2021-22 academic year.

C. Hoboken Board of Education (Hoboken High School)

Hoboken High School entered the first academic partnership through Early College for the 2019-2020 academic year. Beginning in the 2021-22 academic year, students will take concurrent courses in Introduction to Computers and Speech as well as a section of College Student Success. Students will have the opportunity to earn an Associate of Arts in Liberal Arts General upon graduation.

D. Hoboken Charter School

Hoboken Charter School may enroll students in up to 18 college-credit courses at the HCCC campus. This is the third year students will enroll in courses.

E. Hudson County Schools of Technology (County Prep High School)

Since the inception of this agreement, 10th, 11th, and 12th graders have had the opportunity to take six college level courses. The list of courses includes Introduction to Psychology, English Composition I, English Composition II, Speech, College Algebra, and Pre-calculus.

A Psychology course has been offered during the day for the past 3 years and is taught by an HCCC approved high school instructor. Through this arrangement, students satisfy their high school curriculum requirement and earn college credits for the course as well. The partnership will continue for the upcoming 2021-2022 academic year.

Select courses from the Associate in Applied Science in Early Childhood Education will be offered because of a grant received for the 2021-2022 academic year by the high school. The grant will cover the tuition for nine participating students. The grant will also pay for any books required by the courses, which the school will purchase directly. The students will have the opportunity to earn 11 CDP credits, which will permit them to sit for the Childcare Development Associate (CDA) license upon high school graduation.

In addition, students will have the opportunity to take a two-course Algebra sequence that will allow them to both earn credits in College Algebra as well as satisfy state requirements for high school Algebra II.

F. Hudson County Schools of Technology (High Tech High School)

Now in the 6th year of partnership, 26 High Tech High School graduates have earned their Associate Degrees in Environmental Studies and Science and Mathematics at the same time that they earned their high school diplomas. Select courses are taught concurrently, enabling students to satisfy the requirements for the high school curriculum while earning college credit.

Additionally, Early College will continue to enroll 10th, 11th, and 12th graders for English Composition I & II, Introduction to Psychology, and Principles of Sociology for the Fall and Spring Semesters.

G. Jersey City Board of Education (Jersey City Public High Schools)

For the past eight years, HCCC and Jersey City Board of Education (JCBOE) have collaborated to offer college level courses in Criminal Justice and Culinary Arts to high school students from Lincoln High School. Since the Summer I, 2014 semester, JCBOE juniors have enrolled in Introduction to Psychology and Principles of Sociology. General education course offerings in English Composition I, College Algebra, Introduction to Psychology and Principles of Sociology have been extended to seniors since Spring 2015.

In the 2020-2021 academic year, JCBOE celebrated their first group of students earning an Associate Degree upon graduation. During the 2021–2022 academic year, this opportunity will continue, with students ranging from 9th through 12th grades will enroll in college-level courses on the high school and/or HCCC campuses. This opportunity is known as *Early College Plus* (previously known as LEAP Plus). In addition, students have the opportunity to earn up to 60 credits and an Associate Degree. Students will be introduced to career pathways options including but not limited to the fields of Environmental Studies, Studio Arts, Business Administration, and Criminal Justice. Courses will be taught concurrently, enabling students to satisfy the requirements for the high school curriculum while also earning college credits. Many of these students will be able to take their remaining courses during 12th grade on HCCC’s Journal Square campus.

Also for the 2021-2022 academic year, up to 20 students will enroll in three Culinary Arts courses (Food Sanitation and Culinary Principles, Pantry and Breakfast Cookery, and Bakeshop I). The classes will be taught remotely by HCCC faculty for 12 Fridays in both the fall and spring Semesters. Students will earn seven college credits upon successful completion of the program. Additionally, students who successfully complete the Food Handler Exam will receive a Food Handler Certificate from The National Restaurant Association. JCBOE will cover the costs related to tuition, fees, supplies, textbooks, uniforms, and other program related expenses.

A new program will begin in 2021-2022 that will offer JCBOE students a combination of Marketing classes for college credit as well additional non-credit courses designed by Continuing Education and Workforce Development. The courses will be funded through a grant received by JCBOE and run through the 2022-2023 academic year.

For the Police and Fire Program, up to 25 students are expected to enroll in two 3-credit Criminal Justice courses (Introduction to Criminal Justice and Introduction to Criminal Law).

H. Kearny Board of Education (Kearny High School)

For over 10 years, the College has offered evening courses for members of the community at KHS, and has allowed Kearny High School juniors to enroll in evening courses at the high school with an additional Early College section of Introduction to Psychology. Beginning with the 2021-2022 academic year, the College will have a new partnership with KHS that will allow up to 25 students to earn an Associate of Arts in Liberal Arts General upon high school graduation through a combination of dual enrollment classes at the high school and courses taken after school taught by HCCC faculty.

I. North Bergen Board of Education (North Bergen High School)

HCCC and North Bergen High School will continue to collaborate for 2021-2022 academic year to provide students with access to Introduction to Psychology and other select courses on the HCCC campus. NBHS will offer sophomore students the opportunity to apply to the Early College program. Students will enroll in Introduction to Psychology, Principles of Accounting I, II, and Principles of Management. All classes that are offered at the high school are taught by HCCC-approved high school instructors. Courses will be offered for a full academic year, following the high school calendar.

J. Orange Public School District (Orange High School)

HCCC and Orange High School will begin a new partnership in the 2021-2022 academic year. The partnership will begin with up to 50 students taking Food Sanitation and Culinary Principles through a dual enrollment agreement, with an approved high school instructor teaching the course on the high school campus. The program may expand to more courses in subsequent years.

K. Rising Star Academy (RSA)

Rising Star Academy, an Islamic school located in Union City, established a partnership with HCCC in 2011 to provide a diverse selection of courses for the high school students. Approximately 20 students are selected each year to take 6-18 college credits in a combination of dual enrollment classes and those taught at the North Hudson campus. RSA allows students in 10th, 11th and 12th grades to participate in the program. In the 2021-2022 academic year, the partnership will include a section of Anatomy and Physiology I, taught by the school's principal, who was approved by the Associate Dean of Science, Technology, Engineering and Principles of Sociology at the North Hudson Campus.

L. Union City Board of Education (Union City High School)

HCCC and the Union City Board of Education have collaborated for 10 years to offer college-level courses for their high school students. In the 2021-2022 academic year, courses will be offered to students from Union City High School (UCHS) at the high school. The partnership began with allowing 11 high school students to take courses in the Culinary Program. The courses were Food Sanitation and Culinary Principles, Pantry and Breakfast Cookery, and Bakeshop I. Classes were taught by HCCC faculty on the HCCC campus for 12 Fridays in both the Fall and Spring Semesters. Students earned seven (7) college credits upon successful completion of the program. After a hiatus in 2020-2021, the program will continue this year. In the 2021-2022 academic year, students funded through a Perkins Grant will enroll in 11 credits, which will qualify them to sit for the examination to earn the Childcare Development Associate (CDA) license upon high school graduation.

For the fourth year, the Hospitality Management program will continue as well. Students will take Culinary for Hospitality, Front Office Operations, Event Planning in Travel & Tourism, and Restaurant Operations Management. UCHS will coordinate placement for externship with local businesses.

In addition to the previously mentioned programs, UCHS will also continue to permit their students to earn general education credits in English, Speech, and College Algebra, which continue to be offered at the high school campus.

M. West Orange Board of Education

A partnership began with the West Orange Board of Education in the 2020-2021 academic year to offer seven credits in Culinary Arts through a dual enrollment agreement in Food Sanitation and Culinary Principles, Production Kitchen Skills I, and Pantry and Breakfast Cookery. High school instructors approved by the Associate Dean of Business, Culinary Arts and Hospitality Management teach the classes. The program will continue for its second year in the 2021-2022 academic year.

INVENTORY OF SCHOOL DISTRICTS:

Separate agreements have been executed with the following school districts:

- (a) Bayonne Board of Education – Bayonne High School
- (b) Harrison Board of Education – Harrison High School
- (c) Hoboken Board of Education – Hoboken High school
- (d) Hoboken Charter School
- (e) Hudson County Schools of Technology Board of Education – County Prep High School
- (f) Hudson County Schools of Technology Board of Education – High Tech High School
- (g) Jersey City Board of Education
 - a. William L. Dickinson High School
 - b. Henry Snyder High School
 - c. James J. Ferris High School
 - d. Liberty High School
 - f. Innovation High School
 - g. McNair Academy
 - h. Lincoln High School
- (h) Kearny Board of Education – Kearny High School
- (l) North Bergen Board of Education – North Bergen High School
- (m) Orange Public School District – Orange High School
- (n) Rising Star Academy
- (o) Union City Board of Education – Union City High School
- (p) West New York Board of Education – Memorial High School
- (q) West Orange Board of Education – West Orange High School



**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
KEARNY BOARD OF EDUCATION
FOR THE DELIVERY OF DUAL CREDIT
INSTRUCTION LEADING TO THE
ASSOCIATE OF ARTS IN LIBERAL ARTS
GENERAL DEGREE
FOR ACADEMIC YEARS 2021-22
THROUGH 2024-25**

This Agreement between the Hudson County Community College (HCCC) and the Kearny Board of Education (KBOE) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in Kearny High School (KHS). KHS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught either (1) by their approved high school instructors during or after school as part of their regular teaching responsibilities, or (2) by HCCC faculty either on-campus or through a remote modality.

Faculty Qualifications and Responsibilities

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Associate Dean responsible for that subject area.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. Class observation(s) will be conducted by the appropriate HCCC supervisor(s). HCCC reserves the right to remove approvals of KHS instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on KHS campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be

determined by KHS, provided that all selected students meet all course pre-and-co-requisites of KHS and HCCC. KHS will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.

2. HCCC will arrange with KHS for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC academic department to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.
3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. KHS will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Coordinator for Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC and KBOE are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2021-2022)

Selected students may enroll in the following courses to be offered during the 2021-22 academic year.

- Basic French I – MLF-101 (3 Credits)
- College Composition I – ENG-101 (3 Credits)
- College Student Success – CSS-100 (1 Credit)
- Introduction to Computers – CSC-100 (3 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice KBOE for participating student tuition in accordance with the following charges and terms. For students entering the program during the 2021-2022 academic year only, these charges and terms will remain the same. Students entering the program in subsequent years or those participating in the Early College program outside of this agreement will be charged the prevailing Early College tuition for the academic year in which they are enrolled. For the 2021-2022 academic year, the tuition shall be as follows:
 1. For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, KBOE will be required to pay HCCC tuition of \$37.25 per credit.
 2. For courses taught by HCCC faculty during or after the school day, KBOE will be

required to pay HCCC tuition of \$74.50 per credit.

- B. KBOE shall make full payment to HCCC no later than sixty (60) days of KBOE's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections. KBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, court fees and attorneys' fees, in the event that full payment is not received from KBOE within sixty (60) days of KBOE's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to KBOE if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.
- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- D. KBOE shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by KBOE of required textbooks prior to the start of classes. The cost of textbooks is not included in the tuition rates set forth herein.

Terms of Contract

This Agreement shall be effective as of September 1, 2021 and shall run through June 30, 2025 and may be renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Kearny Board of Education

Date

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ORANGE PUBLIC SCHOOL DISTRICT
FOR
THE DELIVERY CULINARY ARTS CURRICULUM
WITHIN ORANGE HIGH SCHOOL
FROM SEPTEMBER 1, 2021 – AUGUST 31, 2022**



This Agreement between Hudson County Community College (HCCC) and the Orange Public School District (OPSD) is for the purpose of HCCC to provide dual credit instruction in selected courses for up to 50 high school students enrolled in Orange High School (OHS). OHS students enrolled in the programs set forth herein shall have the opportunity to earn HCCC credits for selected college courses taught by their high school instructors.

Criteria and Commitment

1. For the 2021-22 academic year, students will enroll in CAI 115 – Food Sanitation & Culinary Principles. The course will be taught by OPSD faculty on OHS premises (Pending approval that faculty and curriculum meet the requirements of HCCC).
2. Students will receive three (3) college level credits from HCCC upon successful passing of the course.

Faculty Qualifications and Responsibilities

1. Course instructors are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Associate Dean responsible for that subject area.
2. Course instructors must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC on specified dates.
3. Class observation(s) will be conducted by the appropriate HCCC supervisor(s).

Provision for Alternate Scheduling and Registration

1. Instruction for each approved course on the OHS campus may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by OPSD, provided that all selected students meet all course pre-and-co-requisites of OPSD and HCCC.
2. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. OPSD will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or

guardian, to the HCCC Coordinator for Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.

3. HCCC and OPSD are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Fiscal Arrangement

1. HCCC shall directly invoice OPSD for participating student tuition in accordance with the following charges and terms. The following per-credit charges are applicable for the program:
 - A. For courses taught by high school instructors during the school day OPSD will be required to pay HCCC tuition of \$37.25 per credit.
2. OPSD shall make payment to HCCC no later than sixty (60) days of OPSD's receipt of the bill from HCCC. Non-payment or late payments may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections.
3. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
4. OPSD shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by OPSD of required textbooks prior to the start of classes and arrange for the purchase of required textbooks for the courses. The cost of textbooks is not included in the tuition rates set forth herein.

Terms of Contract

This Agreement shall be effective as of September 1, 2021 and shall run through August 31, 2022. It may be renewed by the parties by a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment.

Choice of Law/Dispute Resolution

This agreement shall be subject to the laws of the State of New Jersey regardless of New Jersey's choice of law principles, rules or laws. All claims and/or disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venue in New Jersey.

Assignment

The rights of HCCC or OPSD under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

Notices

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

As to the Orange Public School District:

Orange Township Public Schools
Administrative Building
451 Lincoln Avenue
Orange, New Jersey 07050
Attention: Gerald Fitzhugh, II, Ed.D., Superintendent of Schools

As to the College:

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

Miscellaneous

1. Any dual enrollment course taught on the OPSD campus will be equivalent in rigor to courses taught on the campus of HCCC.
2. OPSD shall publicize the dual enrollment program to prospective students and his/her parent or guardian through, including, but not limited to, informational sessions with the parents/students, and distribution of materials via e-mail and the OPSD website.
3. An eligible student shall not be excluded from participation because of an inability to pay.
4. During the term of this Agreement, HCCC shall keep all student information strictly confidential in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and N.J.A.C. 6A:32-7.1 et seq.
5. In the event HCCC staff has witnessed or has reliable information that a student has been subject to, harassment, intimidation or bullying during the event, he/she shall report the incident to the appropriate OPSD official designated by OPSD policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying.
6. The parties will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.
7. Each party acknowledges and agrees that the relationship with each other is that of independent contractors, and this Agreement shall not be construed to create a joint venture, partnership, employment, or agency relationship between the parties.
8. Either party may terminate this Agreement early by submitting thirty (30) days' prior written notification to the other party. However, neither party may, at any time, terminate this Agreement while the program is ongoing.
9. If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect to the fullest extent possible.
10. It is the intent and understanding of the parties to this Agreement that every provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. If through a mistake or otherwise, such a provision is not inserted or is not inserted in correct form, then this

Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.

11. The parties agree that all Federal and State laws against discrimination, and all regulations promulgated thereunder, shall be applicable to all activities under this Agreement.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Orange Public School District

Date

**NJ DOE BRIDGE YEAR PILOT PROGRAM
EDUCATIONAL PARTNER AGREEMENT**

This Agreement is entered into by and between Hudson County Community College located at 26 Journal Square, Jersey City, NJ 07306 and Union City High School.

RECITALS

WHEREAS, On June 26, 2020, Governor Phil Murphy signed into law [P.L. 2020 c. 41](#), establishing the Bridge Year Pilot Program (“Program”). The purpose of the Program is to provide students in the graduating classes of 2021 and 2022 with the opportunity to offset disruptions to learning opportunities and participation in extracurricular activities that might have resulted from the closure of schools to in-person instruction in Spring 2020 due to the COVID-19 pandemic.

WHEREAS, under the Program, certain students in the classes of 2021 or 2022 who have met all their state and local graduation requirements may defer graduation from high school for one year to participate in an additional year of academic courses and extracurricular activities immediately following their senior year. This additional year will be known as the “bridge year.” During the student’s bridge year, the student must remain enrolled in the high school they attended as a junior (host high school).

WHEREAS, Union City High School will be recognized by the NJ DOE as the host high school and Hudson County Community College will be recognized as the local community college within the county where the high school is located.

WHEREAS, the Program sets forth a series of academic and extracurricular requirements and opportunities for participating students.

1. **HCCC’s Obligations**

(a) As the local community college, during the fall semester, students in the graduating classes of 2021 and 2022 who elect to take a bridge year must take between 9 and 12 credits at the host high school, community college in the county in which the host high school is located, or a combination thereof. During the spring semester, such students must take between 9 and 12 credits at the community college in the county in which the host high school is located. Notwithstanding same, during either semester, participating students may also take up to 3 credits offered by a four-year institution of higher education at any high school in the State or at any other location to fulfil the student’s credit requirement. A Bridge Year student shall be considered a non-matriculated student of the respective county college and is subject to all HCCC course pre-requisite and placement test requirements

(b) Per the Program, HCCC shall charge students participating in a bridge year \$145 per credit, the maximum tuition rate as dictated by P.L. 2020 c. 41, inclusive of all fees, except that fees associated with specific courses or with the use of on-campus science laboratories may be charged at a maximum rate of \$45 per course. Subject to the availability of funds in the annual appropriations act, Bridge Year students will be eligible for a financial aid grant under the Community College Opportunity Grant Program (CCOG) if they meet all applicable eligibility requirements as determined by the Office of Financial Aid at HCCC. Notably, Bridge Year students are waived from the CCOG requirement to be enrolled in a course of study or a curriculum leading to a degree or certificate.

(c) HCCC will send student progress reports quarterly for students taking courses at HCCC. Reports must demonstrate, in a manner specified by the student's Individual Learning Plan, the student's academic progress and performance.

2. **The High School's Obligations**

(a) The High School will identify and accept a cohort of student/participants, who will have attained the Bridge Year Pilot Program established eligibility criteria as set forth in P.L. 2020 c. 41.

(b) The High School will designate a school staff member as a Bridge Year liaison, who shall regularly communicate with HCCC regarding students' academic progress.

(b) The High School will engage in ongoing development of an Individualized Learning Plan (ILP), monitoring and oversight of student/participants educational participation, progress and will interact with them to answer questions to assist with the successful completion of all Bridge Year instruction.

(c) The High School will ensure that at the conclusion of each semester of the bridge year, the student's high school transcript reflects any high school and college credits earned at HCCC during the bridge year in accordance with district policy.

Superintendent High School District:

Name: _____

Title: _____

Date: _____

Signed on behalf of Hudson County Community College:

Name: _____

Title: _____

Date: _____

**NJ DOE BRIDGE YEAR PILOT PROGRAM
EDUCATIONAL PARTNER AGREEMENT**

This Agreement is entered into by and between Hudson County Community College located at 26 Journal Square, Jersey City, NJ 07306 and Jersey City Public Schools.

RECITALS

WHEREAS, On June 26, 2020, Governor Phil Murphy signed into law [P.L. 2020 c. 41](#), establishing the Bridge Year Pilot Program (“Program”). The purpose of the Program is to provide students in the graduating classes of 2021 and 2022 with the opportunity to offset disruptions to learning opportunities and participation in extracurricular activities that might have resulted from the closure of schools to in-person instruction in Spring 2020 due to the COVID-19 pandemic.

WHEREAS, under the Program, certain students in the classes of 2021 or 2022 who have met all their state and local graduation requirements may defer graduation from high school for one year to participate in an additional year of academic courses and extracurricular activities immediately following their senior year. This additional year will be known as the “bridge year.” During the student’s bridge year, the student must remain enrolled in the high school they attended as a junior (host high school).

WHEREAS, Jersey City Public Schools will be recognized by the NJ DOE as the host high school and Hudson County Community College will be recognized as the local community college within the county where the high school is located.

WHEREAS, the Program sets forth a series of academic and extracurricular requirements and opportunities for participating students.

1. **HCCC’s Obligations**

(a) As the local community college, during the fall semester, students in the graduating classes of 2021 and 2022 who elect to take a bridge year must take between 9 and 12 credits at the host high school, community college in the county in which the host high school is located, or a combination thereof. During the spring semester, such students must take between 9 and 12 credits at the community college in the county in which the host high school is located. Notwithstanding same, during either semester, participating students may also take up to 3 credits offered by a four-year institution of higher education at any high school in the State or at any other location to fulfil the student’s credit requirement. A Bridge Year student shall be considered a non-matriculated student of the respective county college and is subject to all HCCC course pre-requisite and placement test requirements

(b) Per the Program, HCCC shall charge students participating in a bridge year \$145 per credit, the maximum tuition rate as dictated by P.L. 2020 c. 41, inclusive of all fees, except that fees associated with specific courses or with the use of on-campus science laboratories may be charged at a maximum rate of \$45 per course. Subject to the availability of funds in the annual appropriations act, Bridge Year students will be eligible for a financial aid grant under the Community College Opportunity Grant Program (CCOG) if they meet all applicable eligibility requirements as determined by the Office of Financial Aid at HCCC. Notably, Bridge Year students are waived from the CCOG requirement to be enrolled in a course of study or a curriculum leading to a degree or certificate.

(c) HCCC will send student progress reports quarterly for students taking courses at HCCC. Reports must demonstrate, in a manner specified by the student's Individual Learning Plan, the student's academic progress and performance.

2. **The High School's Obligations**

(a) The High School will identify and accept a cohort of student/participants, who will have attained the Bridge Year Pilot Program established eligibility criteria as set forth in P.L. 2020 c. 41.

(b) The High School will designate a school staff member as a Bridge Year liaison, who shall regularly communicate with HCCC regarding students' academic progress.

(b) The High School will engage in ongoing development of an Individualized Learning Plan (ILP), monitoring and oversight of student/participants educational participation, progress and will interact with them to answer questions to assist with the successful completion of all Bridge Year instruction.

(c) The High School will ensure that at the conclusion of each semester of the bridge year, the student's high school transcript reflects any high school and college credits earned at HCCC during the bridge year in accordance with district policy.

Superintendent High School District:

Name: _____

Title: _____

Date: _____

Signed on behalf of Hudson County Community College:

Name: _____

Title: _____

Date: _____

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

THIS AGREEMENT is made as of the 1st day of August in the year 2021, by and between **ROBERT WOOD JOHNSON PHYSICIAN ENTERPRISE, P.A.** and **BARNABAS HEALTH MEDICAL GROUP**, (hereinafter collectively referred to as, “Group”), affiliates of RWJBarnabas Health, Inc., having its corporate offices located at 95 Old Short Hills Road, West Orange, New Jersey 07052 and **HUDSON COUNTY COMMUNITY COLLEGE**, a School, having its principal offices located at 70 Sip Avenue, Jersey City, New Jersey 07306 (hereinafter referred to as “School”).

MEDICAL ASSISTANT PROGRAM

In consideration of the mutual promises hereinafter contained, the Group and School agree as follows:

1. TERM

This Agreement shall be for a period commencing on August 1, 2021 and continuing until July 31, 2023.
Start Date
End Date

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto 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.

The Group may immediately terminate a student(s) participation in the program established under this agreement, if the Group, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Group or patient care, or otherwise not in conformity with Group standards, policies, procedures, or health requirements.

2. EXHIBITS

Attached to this agreement and made a part hereof are the following:

- Exhibit A: Program Requirements Addendum
- Exhibit B: School’s Certificate of Insurance
- Exhibit C: Group’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School 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 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 assure that students conform to the rules, regulations, and policies of the Group. These rules, regulations and policies will be available and reviewed with the students/faculty by the Group.
- f. To agree to satisfy the Program Requirements Addendum set forth on the attached Exhibit A.

4. GROUP RESPONSIBILITIES

- 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 the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to insure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Group shall not be responsible for any further care. In no event shall the Group be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.
- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Group will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Group shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Group will be jointly shared by the Group's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Group.
- c. Upon mutual consent of the Group and the School, a student of the School may be assigned to any facilities or programs within the Group.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Group's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School 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 School and the Group.
- g. The parties will routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement.

6. REGULATORY COMPLIANCE

- a. The School and the Group agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.
- b. The School shall ensure that each student and faculty member assigned to the Group shall receive, read, understand and shall abide by the RWJBarnabas

Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Group from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Group.

- c. The School shall ensure that each student and faculty member assigned to the Group certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

- a. During the term of this Agreement, the School 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 participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The School shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate. In addition, the student shall provide professional liability insurance in the same amounts.

Said General Liability policies shall name the Group as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Group thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

School shall submit to Group prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing School's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this agreement as **Exhibit B**.

- b. During the term of this Agreement, the Group shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than

\$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the President of the School thirty (30) days advance written notice thereof.

The Group shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Group employees in connection with their activities under this agreement.

Group shall submit to School prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing Group's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this Agreement as Exhibit C.

8. INDEPENDENT CONTRACTOR

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

Neither the Group nor the School is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either Group or School, nor shall it in any way alter the control of the management, operation, and affairs of either Group or School; it being the intent of this agreement that Group and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

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

9. CONFIDENTIALITY

Both the School and the Group shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of the Program Requirements, and medical record policies and guidelines established and approved by the Group, which shall be made available to the students.

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

12. MODIFICATION

Group or School may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Group is located shall be the venue for any disputes between the parties.

14. NOTICES

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

As to Group:
Barnabas Health Medical Group/
Robert Wood Johnson Physician Enterprise
c/o RWJ Barnabas Health
95 Old Short Hills Road
West Orange, NJ 07052
Attn: Risk Management

With a copy to:
David A. Mebane, Esq.
General Counsel
RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052

As to School:
Hudson County Community College
70 Sip Avenue
Jersey City, NJ 07306
Attn:

With a copy to:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

Date: _____

ATTEST:

Date: _____

GROUP:

By: _____

SCHOOL:

By: _____

Exhibit A

PROGRAM REQUIREMENTS ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, Group and School agree to the following as though set forth at length therein:

1. The Group will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Group. School will cooperate with Group's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form
 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by the Group, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Group's medical error reduction reporting process, and participate in other Group efforts related to patient safety.
4. The School and Group will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Group. The titles of the initial liaison appointed by each party are _____ for the School and the President and CEO or his or her designee for the Group.
5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Group, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Group.
6. The School will participate in the Group's risk management and/or patient safety programs as requested by Group.
7. The School and its student(s) will cooperate with the Group in conducting performance improvement for both Group and School activities. The Group may establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Group to the individual. The School will provide to the Group, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Group orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services purposes. The School and the Group shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Group that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Group policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

X. NEW BUSINESS

INTRODUCED BY: _____

SECONDED BY: _____

DATE: August 10, 2021

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

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 10, 2021**

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the August 10, 2021 meeting of the Hudson County Community College Board of Trustees be adjourned at ____P.M.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: August 10, 2021

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

_____ Aye _____ Nay