

HUDSON COUNTY COMMUNITY COLLEGE
Mary T. Norton Room
70 Sip Avenue
Jersey City, NJ 07306
5:00 P.M.

Regular Meeting – Board of Trustees
Tuesday, February 16, 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.

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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.

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

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

Joseph Doria

Karen Fahrenholz, Secretary/Treasurer

Adamarys Galvin

Pamela Gardner

Roberta Kenny

Bakari Lee, Vice Chair

William Netchert, Chair

Jeanette Peña

Christopher Reber, President

Silvia Rodriguez

Harold Stahl

- III. COMMENTS FROM THE PUBLIC** *Mr. Netchert*
- IV. CLOSED SESSION** *(The Board of Trustees will determine whether there is a need to go into closed session at the beginning of the meeting. If there is such a determination, an announcement will be made as to where the session will be placed on the agenda.)*
- V. REPORTS**
1. *Student Government Association President's Report* *Mr. Rodriguez*
 2. *All College Council President's Report* *Ms. Drew*
 3. *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
February 16, 2021**

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Koral Booth, Student Alumni Representative, ex officio	<u>PRESENT</u>
Joseph Doria	<u>PRESENT</u>
Karen Fahrenholz, Secretary /Treasurer	<u>PRESENT</u>
Adamarys Galvin	<u>PRESENT</u>
Pamela Gardner	<u>PRESENT</u>
Roberta Kenny	<u>PRESENT</u>
Bakari Lee, Vice Chair	<u>PRESENT</u>
William Netchert, Chair	<u>PRESENT</u>
Jeanette Peña	<u>PRESENT</u>
Christopher Reber - President, ex officio	<u>PRESENT</u>
Silvia Rodriguez	<u>PRESENT</u>
Harold Stahl	<u>PRESENT</u>

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
February 16, 2021**

III. COMMENTS FROM THE PUBLIC

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

IV. CLOSED SESSION

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

V. REPORTS

1. *Student Government Association President's Report*

2. *All College Council President's Report*

3. *President's Report*

Koral Booth, Reflections on ACCT National Legislative Summit

Dr. Darryl Jones, Vice President for Academic Affairs, Tenure Recommendations

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of January 19, 2021 are herewith officially submitted to the Board of Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of January 19, 2021.

2. GIFTS, GRANTS, AND CONTRACTS REPORT – No Report

RESOLUTION:

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

INTRODUCED BY: Karen Fahrenholz

SECONDED BY: Adamarys Galvin

DATE: February 16, 2021

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

10 Aye 0 Nay
RESOLUTION ADOPTED

<u><i>Jennifer Oakley</i></u>	<u>February 16, 2021</u>
Signature of Recorder	Date

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

REGULAR MEETING – BOARD OF TRUSTEES
January 19, 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); Silvia Rodriguez; and Harold Stahl

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

ABSENT: Adamarys Galvin

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

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

IV. CLOSED SESSION – *None*

V. REPORTS

Awards, Recognitions and Special Reports

1. *Student Government Association President Christian Rodriguez offered the following report.*

Good evening Board of Trustees, Dr. Reber, faculty, students and guests. My name is Christian Rodriguez, and I will be presenting the SGA President Reports for this semester.

To briefly introduce myself, since I am a new face to many, I am a Psychology major anticipated to graduate in May 2021. A student leader myself, serving on the leadership teams of the LGBTQIA+ Club, HCCC's Chapter of the National Society of Leadership and Success, the Environmental Club, and, of course, now as the President of SGA. My passions are centered around student involvement at HCCC, as I know the amazing opportunities it affords students. My future plans are to build a career as a higher education student affairs professional.

As you know, we have a phenomenal and involved SGA. In addition to continuing to serve on college- wide committees and task forces, we are currently working on multiple different projects.

We are looking to help incarcerated or previously incarcerated individuals have a second chance at college, providing mentorship and assistance in the transition process. We have had conversations and meetings with administrators regarding our passion to assist in this goal and have begun to visualize our role in this endeavor. We also aim to assist with promotion regarding financial aid for these students and aim to advocate additional aid and scholarships available to them that can help as well.

We are also launching a STEM mentoring program that was proposed by Pedro Moranchel, our Director of the Inter Club Council, which would recruit HCCC students to be mentors to Hudson County youth in order to foster an interest in S.T.E.M. We have already met with administrators in the Jersey City schools to propose this program and are connecting with other local colleges, such as Saint Peter's University, to join forces on this effort.

Another major project that we are working on is to aid and break the stigma of mental health and drug addiction. We are hoping to bring awareness to both issues and to help our HCCC community in any way possible.

This spring, SGA is also looking to host a community service event in the HCCC area where we will be planting trees to lessen the impact of deforestation in Hudson County, in addition to other service projects to assist those in our community.

Last but not least, SGA will be launching a form marketed to our students to provide them a platform to share their thoughts, ideas or concerns that may arise as an HCCC student. Through this form, we will be able to collect both positive and negative insight from students, helping us to best serve our constituents.

Thank you for your time. I will be happy to answer any questions or accept any ideas you may have.

Trustee Lee asked several questions. He asked whether the College was partnering with the Prisoner Re-Entry Program headed by Executive Director and former New Jersey Governor Jim McGreevey. President Reber said that the College is working with Governor McGreevey on a number of issues as well as with the Hudson County Correctional Facility to potentially offer credit and non-credit courses to inmates. The College is also collaborating with clergy, many of whom are involved in the prisoner re-entry work.

Trustee Lee also inquired about the status of the College working with the NAACP. Trustee Lee said that the clergy and the NAACP should be working parallel on the prisoner re-entry initiative. President Reber said that Trustee Gardner has provided leadership in assembling the African-American Advisory Committee. The first meeting has been held and future meetings will be held periodically. Trustee Gardner noted that she, as well as other members of the African-American Advisory Committee, are also members of the NAACP. There are ministers on the Committee as well, all of whom are anxious to start doing some things to move us forward. Trustee Lee suggested that, given Trustee Gardner's affiliation, she should be designated as the point person with the NAACP.

2. *President's Report*

President Reber offered the following remarks.

Good evening Trustees, colleagues and guests.

We all are deeply affected by the Capitol riots two weeks ago and the growing and vexing challenges of social injustice and unrest, the pandemic, and other calamities. The riots that unfolded at the Capitol were heartbreaking as hatred, prejudice and entitlement were in full display. We continue our quest for justice, equity, and respect for all of our nation's and world's citizens.

Please join me in a moment of silence for those who lost their lives and were injured at the Capitol on January 6, all of the victims of hatred and injustice, and all who are suffering loss and sickness due to the pandemic.

Moment of Silence

Thank you.

Christian, thank you for your report.

On Friday, we issued a news release about the transformational, \$850,000 corporate gift we are receiving from JPMorgan Chase.

I want to thank Dean of Workforce and Continuing Education, Lori Margolin and her team, and Vice President for External Affairs and Senior Counsel to the President, Dr. Nicholas Chiaravalloti, for their leadership in building this transformational project and partnership!

I have asked Dean Margolin to discuss the project that the grant is funding, and how we hope to continue to grow external funding support for this and other Continuing Education and Workforce Development programs over time.

Lori Margolin offered the following remarks.

Good Evening! Thank you, Dr. Reber, Trustees, colleagues, students and guests.

I am so excited to share an overview summary of a program that will change lives and has been made possible with an \$850,000 one-year grant from JPMorgan Chase Foundation. In collaboration with JPMorgan Chase we crafted a program, "Gateway to Innovation," to address the unprecedented systemic challenges that were created and exposed as a result of the pandemic. The goal of the program is multi-faceted and intended to achieve lasting improvement in the Hudson County workforce ecosystem. This program will bring our workforce services to the next level while increasing our ability to make a difference in the community.

This comprehensive jobs and skills program has four basic components. They are:

Stabilizing Supports for Students

Enhance basic supports for HCCC students through 1-1 financial counseling and greater access to benefits through the use of an online benefits screening tool as well as an easy way to access local resources. These additional program components will expand the reach of "Hudson Helps" and improve the financial health of our students.

Stabilizing Supports for Alumni

Provide support for HCCC alumni to connect to recession-resistant work by augmenting career services with curated jobs, career assessment, virtual support and online learning through a new virtual platform. These services will strengthen our connection with alumni and support them throughout their career.

Recovery

Promote quicker re-employment of the recently unemployed by expanding access to short-term healthcare training for Certified Nursing Assistant, Patient Care Technician, Hemodialysis Technician and Pharmacy Technician, targeting assistance for unemployed

low wage workers, and particularly low-wage essential workers in communities of color. Programs will be a mix of in-person, hybrid and fully online programs.

Prosperity

Our focus here will be to deepen engagement with employers in the finance, healthcare, and technology sectors in order to identify in-demand skills and align curricula and degree programs in the finance and technology career pathways that will position HCCC and its graduates to thrive in the recovery. Included in this component is recruitment of industry experts for adjunct teaching, faculty externships and experiential learning opportunities for students.

I am pleased to report that as we begin our work, we are on-track with our timeline and milestones. Recent planning activities include identification of candidates for five of the seven positions. And we are actively recruiting for the remaining two positions.

This grant will be transformational for the College as well as the community. We intend to build on the relationship we have with JPMorgan Chase through outstanding results from this program and further leverage these funds to attract other premier workforce funders and additional workforce grants. This grant will open the door to new funding opportunities.

The work on the grant is the result of dedicated effort by many people, proving, once again, that it truly takes a village. The core team includes Vice President Nicholas Chiaravalloti and Grants Officer Sean Kerwick. Others who had a role include CEWD team members, colleagues from Finance, Procurement, Academic Affairs, Student Services, External Affairs, and, of course, Dr. Reber, whom we thank for his leadership and support.

I look forward to providing future updates and making a difference in Hudson County through this program.

President Reber resumed his remarks.

Thanks so much, Lori!

This project aligns beautifully with our College's student success and "Hudson Helps" initiatives. We hope the project will attract additional external funding support over time to sustain and grow this work and achieve life-changing outcomes.

We learned late last week from Dr. Karen Stout, *Achieving the Dream's* national president, that HCCC student Pedro Moranchel has been selected as one of only eight community college students nationally to be a 2021 DREAM Scholar. Pedro is a STEM major, an officer of Phi Theta Kappa, and a leader in many campus activities both inside and outside of the classroom.

ATD's DREAM Scholars program is an exciting opportunity for eight students from participating *Achieving the Dream* institutions across the nation to enhance key leadership, critical thinking, and networking skills. Students are nominated by their institutions and chosen through a competitive application process.

At ATD's national conference in February, Pedro and the other seven DREAM Scholars will share their personal stories with thousands of ATD conference participants from across the nation and around the world. They will participate in customized programming and networking sessions that align to their personal goals. They will be featured in

national conference plenary sessions, have an exclusive conversation with conference keynote speaker, the acclaimed author Jesmyn Ward, and participate in a panel presentation focused on how they view the reform efforts of community colleges. After the conference, we will invite Pedro to attend a Board meeting to share his experience with you. I thank my colleagues, Dr. Sheila Dynan, Heather DeVries and Veronica Gerosimo, for nominating Pedro and encouraging him to apply for this prestigious and inspirational opportunity that is also a point of pride for our entire College community.

I also want to share that Carlos Pomares, a member of our adjunct faculty, was interviewed last week in a Channel 4 news story for his silent heroism in helping people in need of food. Carlos collects donations of food and distributes them to people who are hungry in his local community. Carlos is one of so many members of our HCCC family who are going to great lengths to help others in need at this difficult time. I thank Associate Professor of Psychology, Dr. Patrick Moore, for bringing Carlos' story to my attention to share with you.

I am also pleased to share that we have been asked to provide a site for COVID vaccinations at the North Hudson Campus beginning around February 1, and a resolution authorizing this has been added to this evening's agenda under "New Business." The North Hudson Community Action Corporation will oversee and administer the vaccines in our North Hudson Campus first-floor lounge space. Anyone who is registered for a vaccine and is currently eligible, including HCCC students, faculty, and staff, will be able to make an appointment and receive the vaccine at our North Hudson Campus. I thank the Health and Safety Committee of our Return to Campus Task Force for making the arrangements to accommodate this need, and a particular thanks to Executive Director of Public Safety and Security, Jack Quigley. We are also exploring the efficacy of offering vaccines at the Journal Square campus.

Trustees, this concludes my report. As always, I would be happy to entertain any questions or comments that you might have.

Thank you.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

- 1. Minutes of the Reorganization Meeting and the Regular Meeting of November 24, 2020*
- 2. Gifts, Grants, and Contracts Report*

Hudson County Community College has received the following grant award:

TITLE: Gateway to Innovation

AGENCY: JPMorgan Chase Foundation

PURPOSE OF GRANT: The award will fund the College's initiative to address and improve Hudson County's COVID-related workforce challenges and rethink what is needed to achieve lasting improvement in the workforce ecosystem in Hudson County. The program will provide short-term, upskilling credential attainment opportunities in health care; career services for alumni in areas such as health care, information technology, finance, insurance, and logistics; enhanced non-academic support for students, including financial counseling and access to other benefits; and deeper engagement with employers in technology, finance and other recession-resistant sectors that will lead to resilient career pathways.

COLLEGE ADMINISTRATORS: Lori Margolin

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$850,000/One Year

Introduced by: Karen Fahrenholz

Seconded by: Jeanette Peña

9 Ayes.....0 Nays

Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-11

1. Resolution Authorizing Online Course Support Consultation to be Funded by CARES Act Grant
2. Resolution Authorizing Online Learning and Instructional Design Course Development Program to be Funded by CARES Act Grant
3. Resolution Authorizing Software and Maintenance Expansion Required for Virtual Desktop Infrastructure Classrooms to be Funded by CARES Act Grant
4. Resolution Authorizing Review and Testing Courses for Practical Nursing and Registered Nursing Program
5. Resolution Authorizing Purchase of Recruitment Program for the Enrollment Services Department to be Funded by the New Jersey Community College Opportunity Grant (CCOG)
6. Resolution Authorizing Renewal of Student Services ChatBot Platform for the Enrollment Services Department
7. Resolution Authorizing Lease Renewal of Mail Inserting System
8. Resolution Authorizing Server Maintenance and Upgrades
9. Resolution Authorizing Licensing, Formatting, and Migration of College-Wide Imaging Solution
10. Resolution Authorizing Preventive Generator Maintenance
11. Resolution Authorizing Purchasing Bid Threshold.

Introduced by: Pamela Gardner

Seconded by: Silvia Rodriguez

9 Ayes.....0 Nays

Resolution Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-8

1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Ruth	Aman	Instructor	December 25, 2020
Daniel	Andre	Accountant	November 30, 2020
Eric	Friedman	Executive Vice President and Provost	December 31, 2020

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
Manuel	Arroyo	Custodial Supervisor	January 25, 2021	\$38,000
Dan	Brookes	Business Developer, Continuing Education and Workforce Development (Grant-funded)	January 20, 2021	\$65,000
John	Capasso	Senior Maintenance Mechanic	January 25, 2021	\$70,000
Glen	Cook	Alumni Manager, Continuing Education and Workforce Development (Grant-funded)	January 20, 2021	\$50,000
Laurice	Dukes	Healthcare Coordinator, Continuing Education and Workforce Development (Grant-funded)	January 20, 2021	\$40,000
Ifesonye	Emefieh	Clinical Site Coordinator, Nursing	January 20, 2021	\$65,000
Andres	Estrella	Accountant, Finance	January 25, 2021	\$60,000
Joshua	Keeton	Healthcare Recruiter and Job Developer, Continuing Education and Workforce Development (Grant-funded)	January 20, 2021	\$40,000
Ojanae	Marshall	Grant Program Assistant, Continuing Education and Workforce Development (Grant-funded)	January 20, 2021	\$35,000
John A.	Urgola	Institutional Effectiveness Coordinator, Institutional Research	February 1, 2021	\$62,500

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 FACULTY

First Name	Last Name	Title	Effective Date	Annual Salary
Inez	Cruz	Instructor, Radiography (Tenure-track)	January 20, 2021	\$53,690

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

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

First Name	Last Name	Title	Effective Date	Annual Salary
Omar	Hamza	TFT Student Services Assistant, Enrollment	January 20, 2021	\$38,000
Erika	Teran	TFT Student Success Coach, Secaucus Center	January 25, 2021	\$40,000
Katherine	Zambrano	TFT Library Associate, College Libraries	January 20, 2021	\$30,000
Imane	Zehaf	TFT Financial Counselor, Continuing Education and Workforce Development (Grant-Funded)	January 20, 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 SPRING 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Ahmed Ali	Awadallah	TFT Instructor, Environmental Studies (Non-tenured)	January 25, 2021	\$53,690
Jonathan	Cabrera	TFT Instructor, Criminal Justice (Non-tenured)	January 25, 2021	\$53,690

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

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

First Name	Last Name	Department	Title	Position ID	Supervisor
Domonique	Callens	Academic Affairs	PT Office Assistant	OFFAST-252010	Priyanka Naik
Deyanaria	Flores	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
William	Bird	Advisement & Counseling	PT Advisor	ADVISORr-200510	Sheila Dynan
Octavio	Cadenas	Advisement & Counseling	PT Advisor	ADVISOR-200510	Sheila Dynan
Sirhan	Abdullah	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Ricardo	Camacho	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Yusuf	Dag	Continuing Education & Workforce Development	PT Instructor	PTINST-603084	Catherina Mirasol
Ernest	Fiabu	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Hydah	Kilonzo	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Melissa	Molinero	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Jose	Montalvo	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol

Jihan	Nakhla	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Abiodun	Oladeji	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Stephen	Palmer	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Laverne	Ploom	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Janet	Ryan	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Angelo	Soto	Continuing Education & Workforce Development	PT Instructor	PTINST-605020	Catherina Mirasol
Fiordaliza	Avila	Early College Program	Office Assistant	OFFAST-101005	Hope Guirantes
Jacqueline	Garcia	Early College Program	Office Assistant	OFFAST-101005	Hope Guirantes
Natalie	Mejia	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Kirwin	Alcantara	ITS	PT PC Technician	PTTECH-253025	Kenneth Melewski
Mira	Dimayadi	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Christian	Dominguez	ITS	PT PC Technician	PTTECH-253025	Kenneth Melewski
Tainish	Myrick	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Richwyn	Nicandro	ITS	PT PC Technician	PTTECH-253025	Kenneth Melewski
Tejkumar	Patel	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Reem	Sharaf	ITS	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Reynel	Zamora	ITS	PT PC Technician	PTTECH-253025	Kenneth Melewski
Suri	Hidalgo	North Hudson Campus	Office Assistant	OFFAST-252030	Yeurys Pujols
Larry	Anderson	Student Affairs	PT Food Pantry Manager	PTRYMGR-252025	David Clark
Bernadette	Barnes	Student Affairs	PT Food Pantry Manager	PTRYMGR-252025	David Clark

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
Veronica	Jones	Nursing and Health Sciences
Elizabeth	Piech	Nursing and Health Sciences
Pedro	Melendina	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

- a. **Summary:** In the wake of the resignation of Executive Vice President and Provost, Dr. Eric Friedman, we have chosen not to refill the position. Consequently, we are recommending that the position be removed from the staffing table. **By eliminating the position, the College will realize approximately \$106,000 of net in-base savings through a focused reorganization affecting multiple divisions.** At the same time, we will provide a small number of team members with growth and development opportunities as they assume additional leadership responsibilities and expanded administrative roles through a redistribution of former Executive Vice President and Provost responsibilities. Dr. Friedman had a large and varied portfolio of responsibilities and these leaders will step up to carry the work forward. For a detailed list of changes in the responsibilities and job descriptions please see *Restructuring Proposal* summary in the Supplemental Documents.

Impacted Titles:

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Executive Vice President and Provost	<i>Delete Title and Remove Position from Staffing Table</i>	<i>Vacant</i>	Vacant, last salary at \$212,000 (salary savings)	January 1, 2021
Associate Vice President for Academic Affairs	Vice President for Academic Affairs	Darryl Jones	From: \$138,535 to \$165,000	January 1, 2021
Associate Dean, Academic Affairs	Dean, Academic Affairs and Assessment	Heather DeVries	From: \$95,000 to \$115,000	January 1, 2021
Vice President for Student Affairs and Enrollment	<i>No Title Change</i>	Lisa Dougherty	From: \$159,135 to \$165,000	January 1, 2021
Director of Faculty and Staff Development	<i>No Title Change</i>	Lilisa Williams	From: \$66,226 to \$72,226	January 1, 2021
Vice President for Human Resources	<i>No Title Change</i>	Anna Krupitskiy	From: \$154,500 to \$158,500	January 1, 2021
Dean, Continuing Education and Workforce Development	Associate Vice President for Continuing Education and Workforce Development	Lori Margolin	From: \$132,612 to \$140,000	January 1, 2021
Vice President for External Affairs and Senior Counsel to the President	<i>No Title Change</i>	Nicholas Chiaravalloti	From: \$148,526 to \$155,000	January 1, 2021
Vice President for Diversity, Equity and Inclusion	<i>New Title (See Position Description in Supplemental Documents)</i>	<i>Internal Search to Commence in Spring 2021</i>	Additional estimated salary for internal appointee: \$30,000	TBA

b. Other Staffing Table Modifications

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Enrollment Support Assistant	Student Services Assistant	Vacant	Vacant, last salary at \$45,000 (small salary savings anticipated)	January 20, 2021
Instructor, Accounting (Non-tenured)	Instructor, Accounting (Tenure-track)	Carrie R. Xiao	No salary adjustment	January 20, 2021

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

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

1) Resignations; 2) Appointment of Staff; 3) Appointment of Faculty; 4) Appointment of Temporary Full-Time Staff through June 30, 2021; 5) Appointment of Temporary Full-time Faculty Spring 2021; 6) Authorization of Part-Time Staff through January 2022, As Needed; 7) Appointment of New Hire Adjunct Instructors; and 8) Modifications to Staffing Table.

Introduced by: Karen Fahrenholz

Seconded by: Joseph Doria

9 Ayes.....0 Nays

Resolution Adopted

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-3

1. Resolution Authorizing Agreement Between Hudson County Community College and West New York Board of Education
2. Resolution Authorizing Agreement Between Hudson County Community College and the International Brotherhood of Electrical Workers Local 164 to Establish an Education and Training Program
3. Resolution Authorizing Agreement Between Hudson County Community College and Alaris Health at Jersey City

Introduced by: Joseph Doria

Seconded by: Pamela Gardner

9 Ayes.....0 Nays

Resolution Adopted

X. NEW BUSINESS

1. Resolution Authorizing the County of Hudson to use Hudson County Community College's Facilities as COVID-19 Vaccination Centers.

Introduced by: Pamela Gardner

Seconded by: Karen Fahrenholz

9 Ayes.....0 Nays

Resolution Adopted

XI. ADJOURNMENT 5:54 P.M.

Introduced by: Silvia Rodriguez
Seconded by: Karen Fahrenholz
10 Ayes.....0 Nays

Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Authorizing Purchase of Additional Portable Air Purifiers to be Funded by Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act Grant

WHEREAS, due to COVID-19 and in anticipation of the resumption of more in-person classes, Hudson County Community College ("College") needs to purchase an additional one-hundred (100) portable air purifiers to support the immediate need for continued and enhanced remote, hybrid learning, and social distancing for classes during the pandemic; and,

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

WHEREAS, Gil-Bar Industries has submitted a proposal to provide the portable air purifiers at a cost not to exceed \$144,270; and,

WHEREAS, the cost of these services will be funded from the United States Department of Education CRRSA Act Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Gil-Bar Industries of New York, New York, to provide portable air purifiers as described herein at a cost not to exceed \$144,270.

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

2. Resolution Authorizing Agreement Between Rutgers, The State University of New Jersey, and Hudson County Community College for the Development of a New Strategic Plan

WHEREAS, Hudson County Community College's ("College") current Strategic Plan concludes at the end of Fiscal Year 2021; and,

WHEREAS, the College desires to develop a new Strategic Plan and requires the services of a skilled facilitator ("Services"); and,

WHEREAS, Rutgers, The State University of New Jersey ("Rutgers"), is able to provide the services through its employee, James Davy, who is employed by Rutgers as a Distinguished Practitioner in Residence and Director of the Center for Applied Appreciative Inquiry at the School of Public Affairs and Administration; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (24), agreements with State entities are exempt from bidding; and,

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

WHEREAS, Rutgers has provided a proposal to provide these services at a total cost not to exceed \$17,500; and,

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

WHEREAS, the Administration and Finance Committee recommend 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 Rutgers, The State University of New Jersey, for the services as described herein at a cost not to exceed \$17,500.

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 Purchase of Accuplacer Exams

WHEREAS, Hudson County Community College ("College") needs to purchase Accuplacer Exams that evaluate students' skills in reading, writing, and math to assist with placement in courses that match their skills; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), materials or supplies that are not available from more than one potential bidder, including without limitation materials or supplies that are patented or copyrighted, are exempt from bidding; and,

WHEREAS, College Board of New York submitted a proposal to provide these exams at a cost of \$1.95 per unit, and a total cost not to exceed \$70,000, which represents no rate increase from the prior year; and,

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

WHEREAS, the cost of the exams 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 the College Board of New York, New York, for the purchase of Accuplacer Exams at the cost of \$1.95 per unit, total cost not to exceed \$70,000.

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

4. Resolution Authorizing Securing Our Children's Future Bond Act Grant

WHEREAS, pursuant to the Securing Our Children's Future Bond Act ("Bond Act"), county colleges are eligible to apply for a career and technical education ("CTE") matching grant from New Jersey's Office of the Secretary of Higher Education to construct and/or expand classrooms, laboratories, libraries, computer facilities, and other academic structures to increase CTE program capacity, which will provide direct benefits to students ("CTE Projects"); and,

WHEREAS, the College has developed plans and specifications for CTE Projects; and,

WHEREAS, the College desires to submit an application under the Bond Act for a grant for its CTE Projects;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby authorize the Administration to apply for a grant for the CTE Projects.

BE IT FURTHER RESOLVED that the Board of Trustees agree to its support and financial commitment of the CTE Projects in the event a grant is awarded to the College;

BE IT FURTHER RESOLVED that the Board of Trustees agree to maintain the CTE Projects funded by the grant pursuant to the terms of any grant agreement;

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take any and all steps 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 1-4:**

1) Resolution Authorizing Purchase of Additional Portable Air Purifiers to be Funded by Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act Grant; 2) Resolution Authorizing Agreement Between Rutgers, The State University of New Jersey, and Hudson County Community College for the Development of a New Strategic Plan; 3) Resolution Authorizing Purchase of Accuplacer Exams; and 4) Resolution Authorizing Securing Our Children's Future Bond Act Grant.

INTRODUCED BY: Bakari Lee

SECONDED BY: Jeanette Peña

DATE: February 16, 2021

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

10 Aye 0 Nay
*****RESOLUTION ADOPTED*****

Jennifer Oakley

Signature of Recorder

February 16, 2021

Date

*Attachments for Item VII: Fiscal, Administrative, Lease and Capital
Recommendations #2*



School of Public Affairs and Administration (SPAA)
NJ Certified Public Manager Program
Rutgers, The State University of New Jersey – Newark Campus
111 Washington Street, Newark, NJ 07102
<http://spaa.newark.rutgers.edu>

Exhibit A **Statement of Work**

CAAI will collaborate Hudson County Community College (HCCC) to design and facilitate all work items pursuant to this agreement. All meetings will be conducted virtually.

1. **Leadership Meeting.** An initial virtual meeting with the President and members of the executive cabinet in which CAAI will provide an overview of Appreciative Inquiry, the SOAR framework, and how the strategic planning process will unfold. This 2-hour event will also be used to identify members of a Core Planning Team comprised of a cross-section of the college community. The purpose of the CPT is to provide guidance oversight of the strategic planning process. This meeting should commence within 2 weeks of the agreement between HCCC and Rutgers University CAAI being signed by all parties.
2. **Initial Core Planning Team (CPT) Meeting.** This will be an initial half-day virtual meeting of the CPT conducted approximately 1 to 2 weeks following the Leadership Meeting. CAAI will provide the CPT with an overview of Appreciative Inquiry, the SOAR framework, and how the strategic planning process will unfold. Members of the CPT will also test the questions to be used for the SOAR framework organizational scan and identify ways to maximize engagement in the SOAR process.
3. **SOAR Forums.** CAAI will conduct up to 3 virtual SOAR Forums (approximately 2 hours each) designed to engage the HCCC community in identifying institutional strengths, opportunities, aspirations, and results/resources. The SOAR forums seek to maximize input from the College's internal and external community of stakeholders (e.g. full-time and part-time administrators, staff, faculty, students, and other partners which support the mission of the College). HCCC is encouraged to invite and include as many people as possible to these forums. Upon completion of the forums, CAAI will complete an initial thematic analysis of the SOAR data to present to the CPT.
4. **2nd Core Planning Team Meeting.** Two weeks following the last SOAR Forum, CAAI will design and facilitate a 5-hour meeting of the CPT to make sense of the data emanating from the forums and to identify strategic topics (Strategic Directions) for discussion at a campus wide Strategic Planning Summit. In

addition to framing the strategic direction topics, the CPT will produce a vision statement for each topic. It is anticipated that the CPT will identify 3 or 4 strategic directions from the SOAR data and provide key guidance for maximizing college-wide participation in the strategic planning summit.

5. **Strategic Planning Summit.** Within 2 to 3 weeks following the Core Planning Team meeting, CAAI will design and facilitate a campus wide virtual strategic planning summit of all relevant stakeholders as identified and invited by HCCC. The purpose of the summit is to engage the entire college community in developing a strategic plan around the strategic direction topics identified by the core planning team. For each strategic direction, the summit process will be designed to produce strategic initiatives, a vision statement for each initiative, action steps for each initiative complete with deadlines for completion, assigned responsibilities, and metrics of success and accountability. CAAI recommends that the summit process be conducted over 2 half-day periods.
6. **Post Summit Core Planning Team Meeting.** Within 2 weeks following the summit, CAAI will design and facilitate a post-Summit 5-hour CPT Meeting to make sense of and prioritize the results of the summit. During this meeting, the CPT will refine strategic priorities, adjust timelines, and ensure proper organizational assignments and commitments for implementation of the strategic directions, initiatives, and action steps. In addition, the CPT will make any needed adjustments to the Metrics of Success framework.
7. **Strategic Plan Editing Group.** Within 2 weeks of the CPT, a smaller group will be convened to conduct a final review and edit of the strategic plan. Following the work of this group, the Strategic Plan will be electronically presented to the President.

CAAI Team

Dr. James M. Davy, Distinguished Practitioner in Residence and Director of the Center for Applied Appreciative Inquiry at the School of Public Affairs and Administration will serve as the lead project director and facilitator. Graduate level student assistants will support the project.



AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into as of the date the Agreement has been signed by both parties ("Effective Date") and is made by and between **Hudson County Community College**, having a principal place of business at 70 Sip Avenue, Jersey City, New Jersey 07306 (hereinafter "**HCCC**") and **Rutgers, The State University**, with principal research administration offices at 33 Knightsbridge Road, 2nd Floor East, Piscataway, NJ 08854, on behalf of its Newark Center for Applied Appreciative Inquiry (CAAI) of its School of Public Affairs and Administration located at 111 Washington Street, Newark, New Jersey 07102 (hereinafter "**RUTGERS**").

WHEREAS, HCCC is interested in having RUTGERS provide certain services (the "Services") described in Exhibit A Statement of Work, attached hereto and incorporated herein; and

WHEREAS, RUTGERS has the expertise and facilities and is willing to provide the Services;

NOW THEREFORE, the parties mutually agree as follows:

1. The Services will be provided in accordance the Exhibit A Statement of Work under the supervision of Dr. James Davy, Director, Center for Applied Appreciative Inquiry (CAAI) as RUTGERS' Principal Investigator.
2. The Agreement will be in effect from the Effective Date (as defined above) until February 10, 2022 (the "Term"); the period of performance of the Services shall be February 10, 2021 – February 9, 2022.
3. HCCC will pay RUTGERS a total of **\$17,500** for the provision of the Services by RUTGERS under this Agreement. This fee is payable in four (4) installments as follows: (i) the first installment is \$4,375 and due and payable upon execution of the Agreement, (ii) the second installment is \$4,375 and due on the first of the month following the month of execution, (iii) the third installment is \$4,375 and due on the first of the month two (2) months following the month of execution, and (iv) the fourth (final) installment is \$4,375 and will be due and payable upon electronic delivery of the final strategic plan for HCCC. Any expenses incurred by CAAI with the prior approval of HCCC will be invoiced at cost. Checks should be made payable to RUTGERS, The State University of New Jersey and sent to Grant and Contract Accounting, Rutgers, The State University, 33 Knightsbridge Road, 2 East, Piscataway, New Jersey 08854.

For the avoidance of doubt, if HCCC is more than thirty (30) days delinquent in payments due under this Agreement, then HCCC is in material breach of this Agreement. If HCCC is in material breach of this Agreement, then, without further or separate notice to HCCC, RUTGERS may stop all work under this Agreement until the breach is fully cured and HCCC has demonstrated to RUTGERS satisfaction the willingness and ability to comply with the payment provisions of this Agreement. The parties agree and acknowledge that any such work stoppage by RUTGERS shall not constitute a breach of RUTGERS' obligations to perform pursuant to the terms of this Agreement.

4. "Confidential Information" shall, for the purpose of this Agreement, mean all information in any form, tangible or intangible, which is nonpublic, proprietary, or confidential in nature, which may be disclosed, or has been disclosed during the Term of the Agreement by one party hereto (as "Disclosing Party") to the other party hereto (as "Receiving Party") in writing, orally or by observation, which, if disclosed in tangible form, is clearly marked "confidential," or if disclosed orally or by observation, is reduced to a writing by Disclosing Party that is clearly marked "confidential" and transmitted to the Receiving Party within thirty (30) days of oral and/or observational disclosure; provided that, notwithstanding the foregoing, information that is disclosed by one party to the other party shall also be treated as Confidential Information hereunder if a reasonable person, similarly situated as the Receiving Party would unambiguously understand by the nature, content and manner of disclosure of such information by the Disclosing Party that such information is confidential to the Disclosing Party, even if an express marking of "confidential" is imperfect or missing. Receiving Party agrees to hold in trust and confidence all Disclosing Party's Confidential Information using the same degree of care as Receiving

Party uses to protect its own confidential information of a like nature, but in no event shall Receiving Party employ less than a reasonable degree of care to protect Confidential Information against unauthorized disclosure as set forth herein. Receiving Party further agrees that Receiving Party shall not disclose all or any part of Disclosing Party's Confidential Information to any third party or make any use thereof (except, and only to the extent necessary, to enable performance of the Services pursuant to the provisions this Agreement), without the prior written consent of Disclosing Party. Receiving Party agrees to restrict access to all Confidential Information to only such limited group of its authorized employees, who (i) require such information in connection with the performance of the Services under this Agreement and (ii) have agreed in writing to be bound by terms and conditions of confidentiality, non-use and nondisclosure consistent with Receiving Party's obligations hereunder. It is understood, however, that this the obligations of non-disclosure, confidentiality and non-use hereunder shall not apply to information which Receiving Party can demonstrate by its competent written records (i) was known to Receiving Party prior to the Agreement, (ii) was lawfully revealed to Receiving Party by a third party with the legal right to disclose such information, (iii) is or becomes part of the public domain through no fault of Receiving Party, (iv) was independently developed by Receiving Party without use or reliance on Disclosing Party's Confidential Information, and/or (v) is disclosed as required under applicable law or a court order. The Receiving Party shall return to Disclosing Party or destroy all Disclosing Party's Confidential Information (at Disclosing Party's direction and expense) within thirty (30) days after the termination or expiration of this Agreement, or upon request from Disclosing Party, whichever comes first, except that Receiving Party may keep one (1) archival copy of such information in its legal files solely for the purpose of monitoring compliance under this Agreement.

5. The parties acknowledge that both parties hereto are public, educational institutions that are and may be subject to laws and regulations requiring open records of their respective operations and notwithstanding the terms herein, the existence of, contracting parties of, and substantive terms of this Agreement may thereby be made available to the public.

6. All rights and title in and to any and all creations, inventions and discoveries, whether or not patentable, and including, but not limited to material, software programs, methods, and models ("Intellectual Property"), developed and/or proprietary to a party hereto prior to performance under this Agreement ("Background Technology"), shall reside with the owner, discoverer, developer, and/or creator thereof and such ownership and any rights thereto shall not be affected by the existence of or performance under this Agreement, unless or except as expressly set forth in this Agreement. All rights in Intellectual Property (as defined above) created during the Term of and/or in performance of this Agreement ("New Intellectual Property") that is made, developed, or discovered solely by personnel of HCCC shall be the sole property of HCCC; all rights in New Intellectual Property that is made, developed, or discovered solely by personnel of RUTGERS shall be the sole property of RUTGERS; all rights in New Intellectual Property that is made, developed, or discovered jointly by HCCC and RUTGERS shall be jointly-owned property of HCCC and RUTGERS, for clarification, New Intellectual Property that is developed or discovered by one party and based on the proprietary information and/or Intellectual Property of the other party shall be jointly-owned property of HCCC and RUTGERS.

Upon the completion and delivery of all Services deliverables and payment obligations hereunder, RUTGERS grants to HCCC an exclusive, worldwide, perpetual, fully paid up and royalty-free license to use the deliverable Strategic Plan for any and all lawful uses or purposes, provided that RUTGERS shall retain all rights, title and interest in any and all of RUTGERS' know-how, methods, and/or generally applicable protocol(s) or analytical frameworks developed by RUTGERS and RUTGERS shall retain all rights to freely use any de-identified scientific findings and results of the Services for its research and educational purposes, and provided that, to maintain the academic integrity of the project, any public use of the deliverable Strategic Plan by HCCC that references RUTGERS or RUTGERS personnel as the author, provider and/or developer of the Strategic Plan does not substantially modify the essential elements of the work or its conclusions.

7. Publication of academic inquiry, research and its practical applications is one of the primary missions of RUTGERS. HCCC agrees that Principal Investigator may publish articles and information about the Services in journals and on RUTGERS' websites and that RUTGERS may present at symposia or professional meetings, publish in journals, theses or dissertations, or otherwise, the methods and results of the Services, provided that, RUTGERS shall not include any individual, personally identifiable information of any HCCC employee (including paid or unpaid personnel) and/or student in any such publication, and, for any such publication that discusses the provided Services as a case study, RUTGERS shall provide notice and draft of any such publication thirty

(30) days in advance of publication so that HCCC may review and identify any Confidential Information of HCCC. Rutgers will consider in good faith any request by HCCC to remain unnamed, provided that, if and as necessary to comply with and conform to standards and practices for transparency and objectivity in the conduct of sponsored research activities and in the publication of research activities, methods, results and conclusions, Rutgers will reference HCCC as the/a financial sponsor of the Services. RUTGERS may incorporate information and observations from the Services into its teaching. RUTGERS may reference the Services in marketing and publicity about its Center for Applied Appreciative Inquiry and/or its School of Public Affairs and Administration.

8. In the performance of all Services hereunder, RUTGERS shall be deemed an independent contractor and as such RUTGERS and its faculty, students, and staff shall not be construed to be employees or agents of HCCC and shall not be entitled to any benefits of HCCC.

9. Indemnification.

HCCC agrees to indemnify, defend and hold harmless RUTGERS, its employees and agents against liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of or otherwise resulting from the actions of the HCCC, or its officers, directors, employees or agents, or any third party acting on behalf HCCC in the performance of this Agreement, excluding any liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising from any negligence by RUTGERS, to the proportional extent RUTGERS' negligence contributes to the events giving rise to such liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation).

RUTGERS agrees to indemnify, defend and hold harmless HCCC, its employees and agents against liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of or otherwise resulting from the actions of the RUTGERS, or its officers, directors, employees or agents, or any third party acting on behalf RUTGERS in the performance of this Agreement, excluding any liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising from any negligence by HCCC, to the proportional extent HCCC's negligence contributes to the events giving rise to such liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation).

Notwithstanding anything herein to the contrary, HCCC agrees to indemnify, defend and hold harmless RUTGERS from all liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of any use, sale, or other disposition by HCCC, or by any party acting on behalf of or under authorization from HCCC, of the Services provided by RUTGERS, or any information, materials, results, and/or New Intellectual Property provided or created by RUTGERS, including any use, sale, or other disposition of any products made or developed as a result of the Services provided by RUTGERS, or any information, materials, results, and/or New Intellectual Property provided or created by RUTGERS.

Notwithstanding anything herein to the contrary, RUTGERS agrees to indemnify, defend and hold harmless HCCC from all liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of any use, sale, or other disposition by RUTGERS, or by any party acting on behalf of or under authorization from RUTGERS, of any information, materials, results, and/or New Intellectual Property provided or created by HCCC, including any use, sale, or other disposition of any products made or developed as a result of any information, materials, results, and/or New Intellectual Property provided or created by HCCC, or any information, materials, results, and/or New Intellectual Property provided or created by HCCC.

The provisions of this section of the Agreement shall survive termination of this Agreement.

10. Disclaimers of Warranty and Liability.

RUTGERS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES AND/OR ANY RESULTS OF THE SERVICES PROVIDED. RUTGERS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACTUAL OR POTENTIAL INFRINGEMENT OF PATENTS OR COPYRIGHTS OF THIRD PARTIES, AND HCCC ACKNOWLEDGES THAT THE AVOIDANCE OF SUCH INFRINGEMENT IN THE USE OF THE SERVICES AND/OR ANY RESULTS OF OR RELATED TO THESE SERVICES SHALL REMAIN THE RESPONSIBILITY OF THE HCCC.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY OR ANY OTHERS RESULTING FROM THE SERVICES OR THE SERVICES RESULTS.

11. Either party may terminate this Agreement if the other party becomes insolvent, files a petition in bankruptcy, ceases doing business, or fails to cure a breach of any term or condition of this Agreement within thirty (30) days written notice specifying such breach. HCCC may terminate this Agreement with thirty (30) days written notice to RUTGERS, provided that HCCC will be responsible to pay RUTGERS all fees for all costs and non-cancelable expenses incurred through the date of any such termination of the Agreement.

12. This Agreement shall be governed, and the rights of the parties construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

13. This Agreement sets forth the entire agreement of the parties with respect to the subject matter contained herein and may not be modified or amended except by a written agreement executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives.

Hudson County Community College

RUTGERS, The State University

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Read and Acknowledged by:

Signature/initials: _____

Name: _____

As: **RUTGERS Principal Investigator**

Date: _____

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

VIII. PERSONNEL RECOMMENDATIONS

1. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Jean	Leandre	Grant Project Director, Continuing Education and Workforce Development (Grant-funded)	March 1, 2021	\$80,000
Maria Lita	Sarmiento	Alumni Manager, Continuing Education and Workforce Development (Grant-funded)	March 1, 2021	\$50,000

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

2. APPOINTMENT OF FACULTY

First Name	Last Name	Title	Effective Date	Annual Salary
Monica	Buitrago	Instructor, Nursing (Tenure-track)	March 22, 2021	\$53,690

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

3. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY SPRING 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Gabriel	Okafor	Instructor, Sociology (Non-tenured)	January 25, 2021	\$53,690
Sonja	Rodiger-Radovic	Instructor, ESL (Non-tenured)	January 25, 2021	\$53,690

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

4. FACULTY TENURE

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

The following faculty are recommended for tenure at the rank of Assistant Professor effective Academic Year 2021-22.

Eric Adamson, Instructor of English
Faisal Aljamal, Instructor of Computer Science
Peter Cronrath, Instructor of Business

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Faculty Tenure Promotions above as Personnel Recommendation Item No. 4.

5. AUTHORIZATION OF PART-TIME STAFF THROUGH FEBRUARY 2022, AS NEEDED

First Name	Last Name	Department	Title	Position ID	Supervisor
Ciara Kaye Alejandro	Umali	Accessibility Services	Notetaker/ Reader	READER- 150525	Karine Davis
Kate	Davis	College Libraries	PT Librarian	PTLRN-150510	Ellen Renaud
Jocelyn	Choi	Continuing Education & Workforce Development	PT Instructor	PTINST- 102010	Catherina Mirasol
Ananda S.	Poitevien	Continuing Education & Workforce Development	PT Coordinator	PTCOORD- 603090	Catherina Mirasol
Jackeline	Sorto	Continuing Education & Workforce Development	Customer Service Assistant	CSTAST-603084	Catherina Mirasol
Rania	Emam	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aahnik	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Parth	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Kevin	Shah	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tripti	Pandey	Business, Culinary, Hospitality Management	Receiving Clerk	RECLERK- 101030	Ara Karakashian

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No. 5.

6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Juan	Alicea	English and ESL
Harvey	Lobo-Chan	English and ESL
Hala	Shehadeh	STEM
Osama	Saadeh	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. 6.

7. MODIFICATIONS TO STAFFING TABLE

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Executive Administrative Assistant to the Executive Vice President and Provost	Executive Administrative Assistant to the Vice President for Academic Affairs	Linda Guastini	No salary adjustment	February 17, 2021

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

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 1-7.**

1) Appointment of Staff; 2) Appointment of Faculty; 3) Appointment of Temporary Full-Time Faculty Spring 2021; 4) Faculty Tenure; 5) Authorization of Part-Time Staff through February 2022, As Needed; 6) Appoint of New Hire Adjunct Instructors; and 7) Modifications to Staffing Table.

INTRODUCED BY: Karen Fahrenholz

SECONDED BY: Harold Stahl

DATE: February 16, 2021

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

10 Aye 0 Nay
*****RESOLUTION ADOPTED*****

<u>Jennifer Oakley</u>	<u>February 16, 2021</u>
Signature of Recorder	Date

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

IX. ACADEMIC AND STUDENT AFFAIRS

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

WHEREAS, Hudson County Community College ("College") desires to renew its Agreement ("Agreement") with the Jersey City Board of Education ("JCBOE") for the delivery of dual enrollment instruction; and,

WHEREAS, the College agrees to provide dual enrollment instruction in selected college courses for up to twenty-five (25) students enrolled in the Police and Fire Program at Abraham Lincoln High School; and,

WHEREAS, the term of the Agreement is Academic Year 2020-21; and,

WHEREAS, Abraham Lincoln High School will be billed for tuition costs directly by HCCC for the students participating in dual enrollment instruction; and,

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

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

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

2. Resolution Authorizing Agreement Between Hudson County Community College and New Jersey City University to Offer an A.S. in Criminal Justice to B.S. in Criminal Justice Degree Pathway

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

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

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

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

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

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

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

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

3. Resolution Authorizing Agreement Between Hudson County Community College and Hudson Regional Hospital

WHEREAS, Hudson County Community College ("College") offers the Enhanced Certified Nurse Aide ("CNA"), the Fast Track Patient Care Technician ("PCT"), and the Pharmacy Technician ("PharmTech") NJHealthWorks Scaling Apprenticeship Programs ("Programs") through its Division of Continuing Education and Workforce Development ("CEWD"); and,

WHEREAS, the Programs require employment at a healthcare facility during Required Technical Instruction (RTI); and,

WHEREAS, the Programs require a mentor from Hudson Regional Hospital to oversee the apprentice during RTI; and,

WHEREAS, Hudson Regional Hospital has the capacity to meet these needs of the Programs; and,

WHEREAS, Hudson County Community College seeks to enter into an Agreement ("Agreement") with Hudson Regional Hospital whereby students enrolled in the Programs will be able to complete all requirements of the NJHealthWorks Scaling Apprenticeship Grant at Hudson Regional Hospital, retroactive to January 15, 2021; and,

WHEREAS, this Agreement will remain in effect through January 15, 2023 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 Hudson Regional Hospital;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Hudson Regional Hospital of Secaucus, New Jersey, retroactive to January 15, 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 Authorizing Affiliation Agreement Between Hudson County Community College and Hudson Regional Hospital

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

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

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

WHEREAS, Hudson Regional Hospital has the capacity to meet these needs of the CNA Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement (“Agreement”) with Hudson Regional Hospital whereby students enrolled in the CNA Program will be able to complete clinical experiences at Hudson Regional Health, retroactive to February 15, 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 Hudson Regional Hospital;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Hudson Regional Hospital of Secaucus, New Jersey, retroactive to February 15, 2021.

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

5. Resolution Authorizing Agreement Between Hudson County Community College and University Hospital of Newark, New Jersey

WHEREAS, Hudson County Community College (“College”) offers the Fast Track Patient Care Technician (“PCT”) and the Pharmacy Technician (“PharmTech”) NJHealthWorks Scaling Apprenticeship Programs (“Programs”) through its Division of Continuing Education and Workforce Development (“CEWD”); and,

WHEREAS, the Programs require employment at a healthcare facility during Required Technical Instruction (RTI); and,

WHEREAS, the Programs require a mentor from University Hospital to oversee the apprentice during RTI; and,

WHEREAS, University Hospital has the capacity to meet these needs of the Programs; and,

WHEREAS, Hudson County Community College seeks to enter into an Agreement (“Agreement”) with University Hospital whereby students enrolled in the Programs will be able to complete all requirements of the NJHealthWorks Scaling Apprenticeship Grant at University Hospital, retroactive to January 15, 2021; and,

WHEREAS, this Agreement will remain in effect through January 15, 2023 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 University Hospital;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and University Hospital of Newark, New Jersey, retroactive to January 15, 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.

6. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Alaris Health at Jersey City for Clinical Experiences for the Practical Nursing Program

WHEREAS, Hudson County Community College ("College") offers a Practical Nursing Program ("PNU Program") through its Division of Nursing and Health Sciences; and,

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

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

WHEREAS, Alaris Health at Jersey City has the capacity to meet these needs of the PNU Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with Alaris Health at Jersey City whereby students enrolled in the PNU Program will be able to complete clinical experiences at Alaris Health at Jersey City, effective March 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 Alaris Health at Jersey City;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Alaris Health at Jersey City, effective March 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 Authorizing Affiliation Agreement Between Hudson County Community College and the Department of Health, City of Bayonne, New Jersey, for Clinical Experiences for the Practical Nursing Program

WHEREAS, Hudson County Community College ("College") offers a Practical Nursing Program ("PNU Program") through its Division of Nursing and Health Sciences; and,

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

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

WHEREAS, the Department of Health, City of Bayonne has the capacity to meet these needs of the PNU Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with the Department of Health, City of Bayonne whereby students enrolled in the PNU Program will be able to complete clinical experiences at the Department of Health, City of Bayonne, effective March 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 Department of Health, City of Bayonne;

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 Department of Health, City of Bayonne, New Jersey, effective March 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.

8. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College and IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center

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

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

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

WHEREAS, Hudson County Community College desires to renew its Affiliation Agreement ("Agreement") with IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at CarePoint Health – Bayonne Medical Center, retroactive to May 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center, retroactive to May 1, 2020.

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

9. Resolution to Approve and Adopt Updated Mission, Vision, and Values Statements for Hudson County Community College

WHEREAS, Hudson County Community College's ("College") current Strategic Plan concludes at the end of Fiscal Year 2021; and,

WHEREAS, prior to entering its next strategic planning cycle, the College initiated a review of its existing Mission, Vision, and Values Statements; and,

WHEREAS, the review process sought feedback from the College community including students, faculty, staff, community members, and Trustees; and,

WHEREAS, the revised Mission, Vision, and Values are the result of this collaborative review process; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the adoption of the Mission, Vision, and Values Statements as documented in Attachment IX;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve and adopt the Mission, Vision, and Values Statements in Attachment IX, effective July 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 Renewal Between Hudson County Community College and Jersey City Board of Education; (2) Resolution Authorizing Agreement Between Hudson County Community College and New Jersey City University to Offer an A.S. in Criminal Justice to B.S. in Criminal Justice Degree Pathway; (3) Resolution Authorizing Agreement Between Hudson County Community College and Hudson Regional Hospital; (4) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Hudson Regional Hospital; (5) Resolution Authorizing Agreement Between Hudson County Community College and University Hospital of Newark, New Jersey; (6) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Alaris Health at Jersey City for Clinical Experiences for the Practical Nursing Program; (7) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and the Department of Health, City of Bayonne, New Jersey, for Clinical Experiences for the Practical Nursing Program; (8) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College and IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center; and, (9) Resolution to Approve and Adopt Updated Mission, Vision, and Values Statements for Hudson County Community College.

INTRODUCED BY: Pamela Gardner

SECONDED BY: Silvia Rodriguez

DATE: February 16, 2021

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

10 Aye 0 Nay
*****RESOLUTION ADOPTED*****

Jennifer Oakley

Signature of Recorder

February 16, 2021

Date

Attachments for Item IX: Academic and Student Affairs Recommendations
1-9

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
JERSEY CITY BOARD OF EDUCATION
FOR
THE DELIVERY OF CREDIT INSTRUCTION
FOR ACADEMIC YEAR 2020-2021**



Hudson County Community College (HCCC) agrees to provide instruction in selected courses for up to twenty-five (25) high school students enrolled in the Police and Fire Program at Abraham Lincoln High School (ALHS) of the Jersey City Board of Education (JCBOE). The instruction will be performed by HCCC faculty either on campus or remotely for a total of fourteen (14) weeks during the Fall 2020 semester.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by ALHS, provided that all selected students meet all course pre-and-co-requisites of ALHS and HCCC. ALHS will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. HCCC will arrange with ALHS 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 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. ALHS will submit completed student agreement forms, signed by an ALHS 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 JCBOE through ALHS 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 2020-2021

Selected students may enroll in the following courses to be offered during the Fall 2020 semester:

- Introduction to Criminal Justice – CRJ 111 (3 Credits)
- Introduction to Criminal Law – CRJ 120 (3 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice JCBOE for participating student tuition in accordance with the following charges and terms. The following per-credit charges are applicable for the program:
1. For the 2020-21 academic year the total cost of the program will not exceed \$11,175.00, based on a maximum of 25 students enrolled for 6 total credits at the Early College rate of \$74.50 per credit.
 2. JCBOE shall make payment to HCCC no later than sixty (60) days of JCBOE's receipt of the bill from HCCC. Non-payment 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. JCBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including court fees and attorneys' fees, in the event that payment is not received from JCBOE within sixty (60) days of JCBOE's receipt of an invoice from HCCC.
- B. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- C. JCBOE shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by JCBOE 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, 2020 and shall run through the end of the academic year (June 30, 2021). 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 or laws. All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Jersey City Board of Education

Date

Attachment II
Item IX. Academic and Student Affairs
Resolution 2

ARTICULATION AGREEMENT

FOR

CRIMINAL JUSTICE

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

AND

NEW JERSEY CITY UNIVERSITY

Effective Date: September 1, 2021

I. Purpose and Goals

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

II. Benefits / Advantages of the Articulation Agreement

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

III. Requirements for Admission to NJCU under the Articulation Agreement

Admission to NJCU is contingent upon a student's:

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

IV. Articulation Agreement Process and Procedures

- Upon completion of the HCCC Associate Degree in Criminal Justice or anytime thereafter, graduates (present and past) can apply to NJCU and will receive a maximum of 60 credits, if accepted.
- Once accepted into NJCU's Criminal Justice program, students will schedule an advisement appointment with an NJCU faculty member. Students can complete the 60 credits required for the BS in Criminal Justice degree as part- or full-time students. A minimum of 39 credits in Criminal

Justice must be taken in residency at NJCU. NJCU requires completion of 120 credits in order to earn a Bachelor's degree.

- Representatives of NJCU will meet with HCCC students and graduates at HCCC at least annually, or as needed. The purpose of these meetings is to provide information about NJCU's Criminal Justice program, available services, and answer student questions.

V. Time Limit

- HCCC students will follow NJCU's undergraduate Criminal Justice curriculum requirements in place at NJCU at the time of initial enrollment in a Criminal Justice course at NJCU.

VI. Transferability of Credits

- NJCU will accept a maximum of 60 credits when the student enters the University with an A.S. degree (Criminal Justice Curriculum 60 Credits).
- Students entering the Criminal Justice program through this articulation agreement may not transfer into another NJCU major without a re-evaluation of his or her original transcript(s). This evaluation will be completed based on existing policy applied to all non-Criminal Justice, A.S. transfer students.
- A maximum of 60 credits may be applied to NJCU degree requirements.

VII. Bachelor of Science in Criminal Justice Curriculum Requirements

- See Attachment A, entitled: "Applied Associate in Criminal Justice to Bachelor of Science in Criminal Justice."
- See Attachment B, entitled: "Bachelor of Science in Criminal Justice Program - Course Requirements."

VIII. Institutional Responsibilities

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

IX. Agreement Review

- NJCU and HCCC will notify one another of curricular changes upon institutional approval. The term of the Articulation Agreement shall be from September 1, 2021 through August 31, 2023. Prior to the expiration of the Articulation Agreement, the parties shall review its terms and modify them if necessary for the purpose of entering into a new agreement.
- This agreement represents the entire agreement between NJCU and HCCC through their authorized agents and will be deemed fully executed on the date of the last signature. All

negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

X. 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.

XI. Approvals

For Hudson County Community College

Dr. Darryl Jones
Vice President for Academic Affairs

Date

Dr. Chris Reber
President

Date

For New Jersey City University

Dr. Tamara Jhashi
Provost

Date

Dr. Sue Henderson
President

Date

APPENDIX A – New alignments will be added as finalized.

Associate in Criminal Justice to Bachelor of Science in Criminal Justice			
<u>NJCU Requirement</u>	<u>HCCC Equivalent</u>	<u>Credits</u>	<u>Notes</u>
<i>General Education program</i>	<i>Completion of A.S.</i>	<i>Waived</i>	
REQUIRED			
CJ 101 (Introduction to Criminal Justice)	CRJ 111 (Introduction to Criminal Justice)	3	
CJ 112 (Crime and Delinquency)	SOC 240 (Criminology)	3	*Case by case
CJ 215 (Police Organization and Administration)	CRJ 220 (General Police Organization and Administration)	3	
CJ 305 (Criminal Law)	CRJ 120 (Introduction to Criminal Law)	3	*Case by case
CJ 217 (Correctional System and Administration)	CRJ 214 (Corrections)	3	
ELECTIVE			
CJ 115 (Juvenile Justice Administration)	CRJ 215 (Juvenile Justice System)	3	
CJ 444 (Criminal Justice Ethics)	CRJ 230 (Ethics and Justice)	3	*Case by case
CJ 260 (Criminal Investigation)	CRJ 222 (Criminal Investigation)	3	
CJ 275 (Police and Community)	CRJ 221 (Policeman's Role in the Community)	3	
Total transferred credits:	60 (includes all above)		
Credits remaining to degree from NJCU:	60 (outlined below)		
<u>Courses to be taken at NJCU to complete the B.S.:</u>		<u>Credits</u>	
REQUIRED	(24)	3	
CJ 111 Introduction to Criminal Justice	3		
CJ 112 Crime and Delinquency	3		
CJ 215 Police Organization and Administration	3		
CJ 216 Court System and Administration	3		
CJ 217 Correctional System and Administration	3		
CJ 305 Criminal Law	3		
CJ 372 Criminal Justice Research	3		
CJ 463 Management of Public Safety Agencies	3		
ELECTIVES	(15)		
CJ 115 Juvenile Justice	3		
CJ 120 Careers in Criminal Justice	3		
CJ 130 Writing for Criminal Justice	3		

CJ 201 Law, Order and Justice in Society	3		
CJ 205 Community Corrections	3		
CJ 210 Crime Prevention	3		
CJ 250 Crisis Intervention	3		
CJ 260 Criminal Investigation	3		
CJ 275 Police and Community	3		
CJ 300 Victimless Crimes/Organized Crime	3		
CJ 301 Terrorism	3		
CJ 302 White Collar Crime	3		
CJ 303 Women and Criminal Justice	3		
CJ 306 Crime and the Movies	3		
CJ 308 Multi-Cultural Law Enforcement	3		
CJ 310 Hate Crimes Seminar	3		
CJ 311 Violence and Victim-Offender Dynamics	3		
CJ 315 Seminar in Criminal Justice Problems	3		
CJ 325 Criminal Procedure	3		
CJ 340 Criminal Evidence	3		
CJ 360 Victims of Crime	3		
CJ 370 Minorities and Criminal Justice	3		
CJ 420 International Criminal Justice	3		
CJ 444 Criminal Justice Ethics	3		
CJ 464 Management Information Systems	3		
Total credits needed in major (Students majoring in Criminal Justice will be required to complete 39 semester hours in Criminal Justice courses in residence at NJCU):	39		
Total additional free-elective credits needed for NJCU degree completion:	21		
Note: Acceptance of transfer credits for CRJ 120 and CRJ 230 will be considered on a case by case basis. After a review of the applicable syllabi, credit will be transferred in situations where the courses are substantially similar.			

Minimum grade for transfer credit: C		
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ATTACHMENT B

Bachelor of Science in Criminal Justice Program - Course Requirements (Sample Design for Students Entering NJCU as a Junior in the Fall Semester, having completed 60 Credits and Required Core Course Equivalencies at Hudson Community College.)

Semester and Course	Credits
Junior - Fall Semester	
CJ 216 Court System and Administration	3
CJ Elective Course	3
CJ Elective Course	3
CJ Elective Course	3
Elective Course/ Minor Course	3
	15
Junior - Spring Semester	
CJ 305 Criminal Law	3
CJ Elective Course	3
CJ Elective Course	3
Elective Course/Minor Course	3
Elective Course/Minor Course	3
	15
Senior – Fall Semester	
CJ 372 Criminal Justice Research	3
CJ Elective Course	3
CJ Elective Course	3
Elective Course/Minor Course	3
Elective Course/Minor Course	3
	15
Senior – Spring Semester	
CJ 463 Management of Public Safety Agencies	3
CJ Elective Course	3
CJ Elective Course	3
Elective Course/Minor Course	3
Elective Course/Minor Course	3
	15
Total Credits	120

Attachment III
Item IX. Academic and Student Affairs
Resolution 3



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN:
HUDSON COUNTY COMMUNITY COLLEGE AND HUDSON REGIONAL HOSPITAL FOR
ENHANCED CERTIFIED NURSE AIDE CERTIFICATE,
FAST TRACK PATIENT CARE TECHNICIAN,
AND PHARMACY TECHNICIAN (NON-RETAIL)**

Between:

Hudson County Community College ("HCCC") and Hudson Regional Hospital ("HRH") for: Apprenticeship Programs through NJHealthWorks Scaling Apprenticeship Grant for the Enhanced Certified Nurse Aide (CNA) Program, the Fast Track Patient Care Technician Program (PCT), and the Pharmacy Technician Program (PharmTech) which will be collectively called the "PROGRAMS."

Description of Services:

HCCC, through the Division of Continuing Education & Workforce Development ("CEWD") and the Center for Business & Industry ("CBI"), will provide the following education for the NJHealthWorks Scaling Apprenticeship Grant approved programs if these programs are conducive for both HCCC and HRH.

Outline of the Apprenticeship Enhanced CNA Program:

174 hours of Related Technical Instruction (RTI) of Program to incumbent employees at Hudson Regional Hospital. Funding for the training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

• CNA Certificate	90
• Embark Orientation	8
• Medical Terminology	23
• Dementia	16
• CPR/BLS for Healthcare Providers	5
• NHA PersonAbility	22
• Fundamental Workplace Skills	10
Total hours of the Apprenticeship C.N.A. Program	174 hours

Outline of the Apprenticeship Fast Track Patient Care Technician Program:

240 hours of Related Technical Instruction (RTI) of Program to incumbent employees at Hudson Regional Hospital. Funding for the training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

• <i>CNA Certificate Required</i>	
• Embark Orientation	8
• OSHA/HIPAA, Infection Control/BLS	22
• EKG & EKG Certificate exam	75
• Phlebotomy & Phlebotomy exam	80
• Advanced PCT Skills & PCT exam	30
• Soft skills	25
Total hours of the Apprenticeship Fast Track PCT Program	240 hours

Outline of the Apprenticeship Pharmacy Technician Program:

220 hours of Related Technical Instruction (RTI) of Program to incumbent employees at Hudson Regional Hospital. Funding for the training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

• Embark Orientation	8
• PharmaSeer Math	25
• PersonAbility	22
• PharmaSeer	124
• BLS for Healthcare Provider	5
• Fundamental Workplace Skills	21
• Instructor Review	15
Total hours of the Pharmacy Technician Program	220 hours

Roles and Responsibilities:

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

Hudson Regional Hospital

- Hudson Regional Hospital agrees to identify and provide a staff member for day-to-day communications between Hudson Regional Hospital, and HCCC, CEWD, CBI.
- Hudson Regional Hospital agrees to select and refer incumbent employees to enroll in the Program.
- Hudson Regional Hospital agrees to change the title, job description and salary of those who have passed the New Jersey Department of Health written exam.
- Hudson Regional Hospital agrees to work with incumbent employees to adjust their schedule so that they can attend the Program.
- Hudson Regional Hospital agrees to identify and provide a mentor to oversee each apprentice during his/her on-the-job learning (one apprentice to one mentor).
- Hudson Regional Hospital agrees to complete the competency checklist for each Program while learning on-the-job.
- Hudson Regional Hospital agrees to make sure the registered apprentice has the necessary instruction and guidance by a mentor or supervisor from Hudson Regional Hospital to perform tasks safely, correctly, and efficiently.
- Hudson Regional Hospital agrees to provide apprentice wage increases commensurate with their advancement in skills and knowledge (at least annually).
- Hudson Regional Hospital agrees not to discriminate against any student with respect to recruitment and participation in the Program.
- Hudson Regional Hospital agrees to hold HCCC, its employees, staff, directors, trustees, agents and assigns harmless for any damages incurred by HCCC and actions brought against HCCC resulting from HCCC's participation, instruction, or other student interaction to the extent Hudson Regional Hospital or Program participants.

HCCC

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

Funding for Training and Invoicing:

- a. Funding for training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.
- b. HCCC will invoice the funders according to their invoice procedures for \$2,000 for the Enhanced Certified Nurse Aide Program, and for the full amount of the Fast Track Patient Care Technician and the Pharmacy Technician Programs.
- c. Hudson Regional Hospital, or the attending student from HRH, agrees to pay HCCC an amount of \$500.00 per student for the Enhanced Certified Nurse Aide Program unless the minimum of 10 incumbent or newly employed individuals from HRH are enrolled in the class. \$500 per student is due by the end of the 6th business day from the start of the Program. See the following table:

Apprenticeship Enhanced CNA Program

HCCC NJHealthWorks Apprenticeship Grant covers	\$2,000.00 per student
Employer or Student responsibility for payment	\$500.00 per student
Total Program Cost	\$2,500.00

Apprenticeship Fast Track Patient Care Technician

HCCC NJHealthWorks Apprenticeship Grant covers total program cost	\$4,000.00 per student
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Apprenticeship Pharmacy Technician

HCCC NJHealthWorks Apprenticeship Grant covers total program cost	\$3,800.00 per student
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Cancellation Policy:

HCCC and Hudson Regional Hospital retain the right to cancel this agreement upon the provision of 30 business days written notice to the other party. All students actively enrolled at the time of the cancellation will be allowed to complete the course subject to the terms and conditions above.

Provisions and Amendments:

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement between the parties will begin on January 15, 2021 and end on January 15, 2023. Any continuation is subject to a new agreement.

Hudson County Community College

Name: Dr. Christopher Reber

Title: President of Hudson County Community College

Signature: _____

Date: _____

Hudson Regional Hospital

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment IV

Item IX. Academic and Student Affairs
Resolution 4

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
HUDSON REGIONAL HOSPITAL**

Affiliation agreement, effective February 15, 2021, by and between Hudson County Community College, located at 161 Newkirk Street Jersey City, New Jersey 07306, and Hudson Regional Hospital at 55 Meadowlands Parkway, Secaucus, NJ 07094 for the Enhanced Certified Nurse Aide Program.

1. **TERM**

This contract shall be for a period commencing February 15, 2021, and continuing until February 15, 2023.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party.

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

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in The State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To assure that students conform to the rules, regulations, and policies of Hudson Regional Hospital. These rules, regulations and policies will be available and reviewed with the students/Faculty by Hudson Regional Hospital.

- g. To require student's statement of health screening to include:
 - a. Physical exam
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Completion of drug screening before clinical rotation:
 - Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - e. Most recent COVID-19 test results
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.
- j. To complete criminal background checks on students and provide Hudson Regional Hospital with such evidence upon request.

3. **HUDSON REGIONAL HOSPITAL RESPONSIBILITIES**

Hudson Regional Hospital agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.

4. **MUTUAL OBLIGATIONS**

- a. Hudson Regional Hospital shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

- b. Responsibility for planning the clinical experience with Hudson Regional Hospital will be jointly shared by Hudson Regional Hospital's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Hudson Regional Hospital.
- c. A student of the College may be assigned to any facilities or programs within the Hudson Regional Hospital system.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Hudson Regional Hospital'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 College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Hudson Regional Hospital.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Hudson Regional Hospital shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation.

7. **INDEMNIFICATION**

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

Hudson Regional Hospital agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty, students, house staff, and attending

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

8. **EMERGENCY MEDICAL CARE – How does this change in a COVID-19 Pandemic**

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

9. **REGULATORY REQUIREMENTS**

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

Hudson County Community College

Name: _____

Title: _____

Signature: _____

Date: _____

Hudson Regional Hospital

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment V
Item IX. Academic and Student Affairs
Resolution 5



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN:
HUDSON COUNTY COMMUNITY COLLEGE AND UNIVERSITY HOSPITAL, NEWARK NJ
FOR FAST TRACK PATIENT CARE TECHNICIAN AND PHARMACY TECHNICIAN (NON-RETAIL)

Between:

Hudson County Community College ("HCCC") and University Hospital ("UHNJ") for: Apprenticeship Programs through NJHealthWorks Scaling Apprenticeship Grant for the Fast Track Patient Care Technician Program (PCT) and the Pharmacy Technician Program (PharmTech), which will be collectively called the "PROGRAMS."

Description of Services:

HCCC, through the Division of Continuing Education & Workforce Development ("CEWD") and the Center for Business & Industry ("CBI"), will provide the following education for the NJHealthWorks Scaling Apprenticeship Grant approved programs if these programs are conducive for both HCCC and UHNJ.

Outline of the Apprenticeship Fast Track Patient Care Technician Program:

240 hours of Related Technical Instruction (RTI) of Program to incumbent employees at University Hospital. Funding for the training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

• <i>CNA Certificate Required</i>	
• Embark Orientation	8
• OSHA/HIPAA, Infection Control/BLS	22
• EKG & EKG Certificate exam	75
• Phlebotomy & Phlebotomy exam	80
• Advanced PCT Skills & PCT exam	30
• Soft skills	25
Total hours of the Apprenticeship Fast Track PCT Program	240 hours

Outline of the Apprenticeship for Pharmacy Technician Program:

220 hours of Related Technical Instruction (RTI) of Program to incumbent employees at University Hospital. Funding for the training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

• Embark Orientation	8
• PharmaSeer Math	25
• PersonAbility	22

• PharmaSeer	124
• BLS for Healthcare Provider	5
• Fundamental Workplace Skills	21
• Instructor Review	15
Total hours of the Pharmacy Technician Program	220 hours

Roles and Responsibilities:

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

University Hospital

- a. University Hospital agrees to identify and provide a staff member for day-to-day communications between University Hospital, and HCCC, CEWD, CBI.
- b. University Hospital agrees to select and refer incumbent employees to enroll in the Program.
- c. University Hospital agrees to change the title, job description and salary of those who have passed the New Jersey Department of Health written exam.
- d. University Hospital agrees to work with incumbent employees to adjust their schedule so that they can attend the Program.
- e. University Hospital agrees to identify and provide a mentor to oversee each apprentice during his/her on-the-job learning (one apprentice to one mentor).
- f. University Hospital agrees to complete the competency checklist for each Program while learning on-the-job.
- g. University Hospital agrees to make sure the registered apprentice has the necessary instruction and guidance by a mentor or supervisor from University Hospital, to perform tasks safely, correctly, and efficiently.
- h. University Hospital agrees to provide apprentice wage increases commensurate with their advancement in skills and knowledge (at least annually).
- i. University Hospital agrees not to discriminate against any student with respect to recruitment and participation in the Program.
- j. University Hospital agrees to hold HCCC, its employees, staff, directors, trustees, agents and assigns harmless for any damages incurred by HCCC and actions brought against HCCC resulting from HCCC's participation, instruction, or other student interaction to the extent University Hospital or Program participants.

HCCC

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

Funding for Training and Invoicing:

- a. Funding for training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.
- b. HCCC will invoice the funders according to their invoice procedures for the full amount of the Fast Track Patient Care Technician and the Pharmacy Technician Programs.
- c. See the following tables:

Apprenticeship Fast Track Patient Care Technician

HCCC NJHealthWorks Apprenticeship Grant covers total program cost	\$4,000.00 per student
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Apprenticeship Pharmacy Technician

HCCC NJHealthWorks Apprenticeship Grant covers total program cost	\$3,800.00 per student
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Cancellation Policy:

HCCC and University Hospital retain the right to cancel this agreement upon the provision of 30 business days written notice to the other party. All students actively enrolled at the time of the cancellation will be allowed to complete the course subject to the terms and conditions above.

Provisions and Amendments:

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement between the parties will begin on January 15, 2021 and end on January 15, 2023. Any continuation is subject to a new agreement.

Hudson County Community College

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

Signature: _____

Date: _____

University Hospital

Name: _____
 Title: _____

Signature: _____

Date: _____

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ALARIS HEALTH AT JERSEY CITY**

Affiliation agreement, effective March 1, 2021, by and between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Alaris Health at Jersey City (“Alaris Health”), located at 198 Stevens Avenue, Jersey City, New Jersey 07305, for the Practical Nursing Program.

1. **TERM**

This contract shall be for a period commencing March 1, 2021, and continuing until February 28, 2023.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party.

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

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To require that students conform to the rules, regulations, and policies of Alaris Health. These rules, regulations and policies will be available and reviewed with the students/Faculty by Alaris Health.

- g. To require student's statement of health screening to include:
 - a. Physical exam
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Completion of drug screening before clinical rotation:
 - Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - e. Most recent COVID-19 test results
 - f. Proof of annual Flu vaccine
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

3. **ALARIS HEALTH RESPONSIBILITIES**

Alaris Health agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.

4. **MUTUAL OBLIGATIONS**

- a. Alaris Health shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)
- b. Responsibility for planning the clinical experience with Alaris Health will be jointly shared by Alaris Health's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Alaris Health.

- c. A student of the College may be assigned to any facilities or programs within the Alaris Health system.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Alaris Health'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 College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and Alaris Health.
- g. College and Alaris Health shall at all times be independent contractors. Nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Alaris Health.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Alaris Health shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation.

7. **INDEMNIFICATION**

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

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

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

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

Hudson County Community College

Name: _____

Title:

Signature: _____

Date: _____

Alaris Health

Name: Linda Dooley, RN

Title: Chief Operating Officer, Alaris Health

Signature: _____

Date: _____

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
DEPARTMENT OF HEALTH, CITY OF BAYONNE, NEW JERSEY**

Affiliation agreement, effective March 1, 2021, by and between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the Department of Health, City of Bayonne, New Jersey (“Department of Health, City of Bayonne”), located at 630 Avenue C, Bayonne, New Jersey 07002, for the Practical Nursing Program.

1. TERM

This contract shall be for a period commencing March 1, 2021, and continuing until February 28, 2023.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party.

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

2. COLLEGE RESPONSIBILITIES

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To require that students conform to the rules, regulations, and policies of the Department of Health, City of Bayonne. These rules, regulations and policies will be

available and reviewed with the students/Faculty by the Department of Health, City of Bayonne.

- g. To require student's statement of health screening to include:
 - a. Physical exam
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Completion of drug screening before clinical rotation:
 - Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - e. Most recent COVID-19 test results
 - f. Proof of annual Flu vaccine
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.

3. **DEPARTMENT OF HEALTH, CITY OF BAYONNE RESPONSIBILITIES**

The Department of Health, City of Bayonne agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.

4. **MUTUAL OBLIGATIONS**

- a. The Department of Health, City of Bayonne shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)
- b. Responsibility for planning the clinical experience with the Department of Health, City of Bayonne will be jointly shared by the Department of Health, City of

Bayonne's staff and the College's instructors, subject at all times to the policies, rules, and regulations of the Department of Health, City of Bayonne.

- c. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Department of Health, City of Bayonne's policies, rules, and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and The Department of Health, City of Bayonne.
- f. College and Alaris Health shall at all times be independent contractors. Nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Alaris Health.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and the Department of Health, City of Bayonne shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation.

7. **INDEMNIFICATION**

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

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

8. **EMERGENCY MEDICAL CARE**

The Department of Health, City of Bayonne agrees that College personnel, including students, assigned to the Department of Health, City of Bayonne in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense.

9. **REGULATORY REQUIREMENTS**

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

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

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

Hudson County Community College

Name: _____

Title:

Signature: _____

Date: _____

The Department of Health, City of Bayonne

Name:

Title:

Signature: _____

Date: _____

Attachment VIII

Item IX. Academic and Student Affairs

Resolution 8

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of May, 2020 by and between Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“**College**”) and IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center located at 29th Street Avenue E, Bayonne, NJ 07002 (“**Hospital**”).

R E C I T A L S:

- A. College offers a Registered Nursing Program.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey (“**State**”).
- C. College desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of College for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permit by law and without waiving and defenses, including governmental immunity, College shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“**Program**”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between College and Hospital. Only students enrolled in the College as a medical student and who have completed the educational prerequisites shall qualify for participation in the rotation.

All students, faculty, employees, agents and representatives of College participating in the Program while on Hospital premises (“**Program Participants**”) shall be accountable to Hospital’s Administrator. College shall require all Program Participants to comply with the terms of this Agreement applicable to Program Participants; with local, state and federal laws and regulations; with accreditation requirements; and with all Hospital policies and procedures. In the event of a conflict between the practices, policies and/or procedures of the College and the Hospital, the Hospital’s practices, policies and procedures will prevail.

b. **Student Statements.** College shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as **Exhibit A**, and a Statement of Confidentiality in the form attached hereto as **Exhibit B**.

c. **Health of Program Participants.** College shall ensure that Program Participants meet all applicable local, state and federal health requirements. College shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** College shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by College. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. College shall have a specially designated staff for the performance of the services specified herein. College and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of College as may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** College shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, College shall require that the individuals receive training regarding Hospital's patient information privacy policies and practices, through materials or web-based training which will be provided to College by Hospital and achieve a passing score (as defined by Hospital from time to time) on a set of questions following the training. College shall maintain training records for a minimum of six years, including, without limitation, the names of those students, College employees, agents, representatives and faculty members that participated in the training, date and time of the training and the score that each received on the questions at the end ("**Training Records**"). Further, College shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request. Such Training Records shall be kept confidential by Hospital and shall not be disclosed by Hospital except as required by law.

h. **Background Verifications.** College shall provide Hospital with a description of its background investigation processes, shall attest to Hospital that College has completed a background check for each Program Participant in the form attached hereto as **Exhibit C**, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state or federal law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by College and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate College's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of College, Hospital shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or College.

b. Any appointments to faculty or staff by either the College or Hospital in furtherance of this Agreement shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Program Participants.**

a. Hospital may immediately remove from the premises or deny access to any Program Participant who poses an immediate threat or danger to personnel or patients or to the quality of medical services or for unprofessional or disruptive behavior.

b. Hospital may request College to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive, unprofessional or detrimental to Hospital and/or its patients or has violated any local, state or federal laws or regulations. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program at Hospital.

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Hospital employee shall look to the College for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

prior written consent, except in connection with the performance of College's and Program Participant's duties hereunder or as required by law, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to a Party's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither Hospital, College nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other Party in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing Party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the disclosing Party.

c. **Privacy of Health Information.** College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "**Regulations**"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the student.

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate

administrative, physical and technical safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Hospital any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from College or a Program Participant, College or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from College or a Program Participant, then College shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, College or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in College's or Program Participant's possession.

College will document all disclosures of Protected Health Information as may be reasonably necessary for the Hospital to respond to a request for an accounting of disclosures of Protected Health Information. If College or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then College or the Program Participant shall within five days forward the request to Hospital. College shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of College's disclosures. If Hospital determines that the request is a request for an accounting of College's disclosures and College is a Covered Entity (as defined in 45 C.F.R. § 160.103), then College shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then College and Program Participants shall within 10 days forward any information in College's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

College agrees that, if it or a Program Participant has a legal obligation to disclose any Protected Health Information (e.g., subpoena, court order, etc.), it will notify Hospital promptly after it learns of such obligation. If Hospital or the individual objects to the release of such Protected Health Information, College will allow Hospital and/or the individual to exercise any legal rights or remedies Hospital and/or the Individual might have to object to the release of the Protected Health Information, and College agrees to provide such assistance to Hospital and the

individual, at Hospital's sole cost, as they may reasonably request in connection therewith.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by College or Hospital by virtue of this Subsection.

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

a. College shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by College may be afforded via commercial insurance or self-insurance at state law limits.

b. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer reasonably approved by Hospital.

c. College shall secure and maintain at all times during the Term, at its sole expense, professional liability insurance (medical malpractice) covering College and its employees. College shall either provide coverage on behalf of Program Participants (including students) or require Program Participants (including students) to secure such coverage. If Program Participants (including students) provide coverage on their own behalf, such coverage must be placed with an insurer reasonably approved by Hospital. Such coverage provided by College and/or Program Participants may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

9. **Term.** The term of this Agreement ("**Term**"), shall be two (2) year(s)

commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the requirements of this Agreement shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

11. **Entire Agreement.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **Exclusion Lists Screening.** College shall screen all Program Participants and all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, College shall immediately notify Hospital of the same upon discovery. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

14. **Indemnification.** Each Party shall indemnify and defend the other Party and its directors, trustees, officers, employees, medical staff, Program Participants, and agents from and against all claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) arising from or in connection with the activities of the Indemnifying Party or its Program Participants under this Agreement.

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be

binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. The Agreement does not create any rights including, without limitation, any third party rights, in any other individual (including any student) or entity that is not a party to the Agreement.

**IJKG OPCO LLC D/B/A CAREPOINT HEALTH
– BAYONNE MEDICAL CENTER**

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center** (“**Hospital**”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by **Hudson County Community College** (“**College**”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between **Hudson County Community College (“College”) and IJG Opco LLC d/b/a CarePoint Health–Bayonne Medical Center (“Hospital”)**, to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel for the purposes of treatment any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned has read the Agreement and understands the provisions applicable to the undersigned including, without limitation, the privacy and security provisions relating to patient Protected Health Information. The undersigned understands that a student may only disclose confidential information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program. The undersigned agrees to comply with any patient information privacy policies and procedures of the College and Hospital. The undersigned further acknowledges that he or she has been educated regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and College’s privacy policies and procedures and privacy practices.

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C**HEALTH AND BACKGROUND SCREENING ATTESTATION****Hudson County Community College
("College")**

Health of Program Participants. College affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

Background Checks. College has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other:_____

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College acknowledges this information will be available to all Hospital affiliates as reasonably necessary.

College: **Hudson County Community College**

Name: _____

Title: _____



Mission, Vision, and Values

Original Statement

Draft Revised Statement

Mission

The mission of Hudson County Community College is to provide high quality educational opportunities that promote student success and are accessible, comprehensive, and learning centered.

Hudson County Community College provides its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility.

Vision

We continually aspire to make Hudson County Community College such an excellent and innovative urban college that it can be a first-choice option for the students and communities it serves.

As one of the nation’s leading and most diverse urban community colleges, we aspire to offer consistently best-practice, transformative educational and economic opportunities for our students and all residents of Hudson County.

Values

To fulfill the mission and vision of Hudson County Community College, we commit ourselves to these values:

- Student Success;
- Academic Excellence and Learning Support Services;
- Integrity, Ethical Behavior, and Respect for Others;
- Celebration of our Commonalities and Respect for our Differences;
- Championship of Innovation;
- Inquiry and Data-informed Decision Making;
- High Quality and Affordable Educational Opportunities; and
- Responsible Stewardship of the Resources Entrusted to Us.

Hudson County Community College is committed to these values:

- Holistic Services
- Understanding through Data
- Diversity, Equity and Inclusion
- Student Success
- Open to All
- National Distinction

- Collaboration and Engagement
- Academic Excellence
- Responsible Stewardship of Resources
- Ethical Behavior, Integrity, and Transparency
- Support of Innovation and Leadership

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

X. NEW BUSINESS

None

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
February 16, 2021**

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the February 16, 2021 meeting of the Hudson County Community College Board of Trustees be adjourned at 5:46 P.M.

INTRODUCED BY: William Netchert

SECONDED BY: Harold Stahl

DATE: February 16, 2021

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

10 Aye 0 Nay
RESOLUTION ADOPTED

<u><i>Jennifer Oakley</i></u> Signature of Recorder	<u>February 16, 2021</u> Date
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