

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

Regular Meeting – Board of Trustees

Tuesday, February 21, 2023

5:00 P.M.

Mary T. Norton Board Room and Via Zoom

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

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

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

Passcode: 629005

Telephone: 1 309 205 3325

Webinar ID: 917 2810 9546

Passcode: 629005

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

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

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

Ia. SWEARING IN OF TRUSTEE

Edward J. DeFazio

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Edward DeFazio

Joseph Doria

Pamela Gardner

Frank Gargiulo

Roberta Kenny

Bakari Lee, Vice Chair

Daniel Menendez – Student Alumni Representative

William Netchert, Chair

Jeanette Peña

Christopher Reber, President

Silvia Rodriguez

Harold Stahl

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

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

February 21, 2023

I. CALL TO ORDER

Ia. SWEARING IN OF TRUSTEE
Edward J. DeFazio

OATH OF OFFICE

I, EDWARD J. DEFAZIO, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of New Jersey, and that I will bear true faith and allegiance to the same, and that I will faithfully, impartially, and justly perform all the duties of the Office of Trustee of Hudson County Community College according to pertinent New Jersey statutes and the New Jersey Administrative Code, and to the best of my ability, so help me God.

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

February 21, 2023

II. ROLL CALL

Trustees:

Edward DeFazio	<u>PRESENT</u>
Joseph Doria	<u>PRESENT</u>
Pamela Gardner	<u>PRESENT</u>
Frank Gargiulo	<u>PRESENT</u>
Roberta Kenny	<u>PRESENT</u>
Bakari Lee, Vice Chair	<u>PRESENT</u>
Daniel Menendez, Student Alumni Representative, ex officio	<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>ABSENT</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 21, 2023

III. COMMENTS FROM THE PUBLIC

None

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

February 21, 2023

IV. CLOSED SESSION

None

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

February 21, 2023

V. REPORTS

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

STEM Update: Grants and Special Projects

Dr. Burl Yearwood, Dean, School of Science, Technology, Engineering and Mathematics (STEM)

Fidelis Foda-Kahouo, Instructor of Mathematics

Dr. Fatma Tat, Instructor of Chemistry

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

February 21, 2023

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of January 17, 2023 are herewith submitted to the Board of Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of January 17, 2023.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

Hudson County Community College has received the following grant:

TITLE: *Hunger-Free Campus Grant*

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

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

COLLEGE ADMINISTRATOR: *Dr. David Clark and Katherine Morales*

COLLEGE CONTRIBUTION: *\$0*

AWARD AMOUNT: *\$75,000.00*

RESOLUTION:

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

INTRODUCED BY:

Bakari Lee

SECONDED BY:

Jeanette Peña

DATE:

February 21, 2023

DeFazio, Edward

AYE

Doria, Joseph

AYE

Gardner, Pamela

AYE

Gargiulo, Frank

AYE

Kenny, Roberta

AYE

Lee, Bakari

AYE

Peña, Jeanette

AYE

Rodriguez, Silvia

ABSENT

Stahl, Harold

AYE

Netchert, William, Chair

AYE

9 Aye 0 Nay

*****RESOLUTION ADOPTED*****

Alexa Riano
Signature of Recorder

2/21/2023
Date

HUDSON COUNTY COMMUNITY COLLEGE

Regular Meeting – Board of Trustees
Tuesday, January 17, 2023
5:00 P.M., In-person and via Zoom

MINUTES

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

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

ABSENT: *Daniel Menendez (Student Alumni Representative)*

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC - None

IV. CLOSED SESSION – None

V. REPORTS

1. Student Government Association President's Report

Student Government Association Communications Director, Paulina Sonza, offered the following report.

Hi, everyone! I am Paulina Sonza, Director of Communications for the Student Government Association (SGA) and President of the Business and Accounting Club. I'm also an Event Assistant in the Office of Student Life and Leadership. My major is Business Administration, and I will graduate this May. Afterward, I will pursue a bachelor's degree in Business at a four-year institution.

I will be speaking today on behalf of SGA, providing updates on our accomplishments.

During our last New Jersey Community College Association meeting of the fall semester, we connected with Mercer County Community College, with whom we met over the break. They were interested in how we at HCCC conduct our student government. We plan to collaborate with them and other community colleges during the spring semester in creating events.

SGA members participated in the New Student Orientation last week, where we spoke about clubs and organizations. We are excited to welcome the new students and get them involved!

On February 7 and 8, we will host our Back-to-School Mixer at both campuses. Faculty, staff, clubs, and organizations can network and speak with students. The event will also include a trivia game of faculty versus students. This is a great way to build a connection with the students and gain confidence when interacting with office staff and administration.

- Angela Tuzzo, Sally Elwir, and I have been working on bringing the "It's On Us" movement to HCCC under Student Life and Leadership. "It's On Us" is a movement combatting sexual assault on college campuses. We are in the process of arranging workshops and other events that bring awareness to this issue. For more information, please follow our social media account on Instagram @itsonus.hccc.

- The Business and Accounting Club has been planning and developing an important event for next semester. Our club advisor, Professor Sharon Daughtry; Business Club Vice President Leandra Cancel, and I have been working closely on the Business Expo. We have been in contact with entrepreneurs and professionals in the business field. We are also inviting alumni, who have excelled in business, to speak on the panel and vendors to promote their businesses. We call this expo "Career Talks," where entrepreneurs and business professionals speak about their careers. Our goal for this event is for students to network, ask questions, and become inspired by what they want to pursue after graduating from HCCC. "Career Talks" will be held on February 23 at 1:00 p.m. in the Student Center.

I'm honored to speak here today. We cannot wait to give you more updates about SGA and the clubs at HCCC. Thank you.

Trustee Lee offered the following remarks.

Paulina, great job! It can be difficult to step in and speak to a group like this when you haven't been doing it in the past. You did it fantastically; very clean, professional, and well done. I majored in business as well. It is good to hear about what you are doing in the Business and Accounting Club. Keep up the good work.

Let Sally know she was missed and usually does an outstanding job. You can rest assured that you filled in for her ably, and we appreciate it.

2. All College Council Chair's Report

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

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

In honor of Martin Luther King Jr., I want to start with the following quote:

"The function of education is to teach one to think intensively and to think critically. Intelligence plus character – that is the goal of true education." With the semester starting next Monday, I am sure that HCCC is striving and succeeding to provide "true education" to our students.

At next week's ACC General meeting, we will have presentations by two 2023 Bellwether Award program nominees. The first is about the DEI Focused Recruitment and Retention Practices at HCCC, and the second is about the Hudson Scholars program. These two groups, as well as one additional group, will be presenting at the Bellwether Futures Assembly in San Antonio, Texas at the end of February. Best of luck to all presenters.

The Academic Senate will be presenting a Governance Recommendation to add a Mental Health Services statement to all course syllabi. This will provide another path for students to receive critical information and assist faculty in offering guidance when students are in need.

Additionally, the Academic Senate will present updated class guidelines for students and faculty in remote courses.

In lieu of committee reports, I would like to share one more quote from Dr. King: "We must work passionately and indefatigably to bridge the gulf between our scientific progress and our moral progress. One of the great problems of mankind is that we suffer from a poverty of the spirit which stands in glaring contrast to our scientific and technological abundance. The richer we have become materially, the poorer we have become morally and spiritually."

Why did I select this quote?

I was recently made aware of new technology available in which students can generate work and then pass it off as their own. This artificial technology can write and debug computer programs, compose music, write poetry, song lyrics, and even student essays. It has the capability to answer test questions, emulate a

Linux system, and simulate an entire chat room. Essentially, no one would be able to tell if a student or the computer created the work or took the test.

These apps, artificial intelligence platforms, or potential paid service providers, if not used as intended, become destructors of the learning process while undermining the efforts of every institution of higher education. This goes beyond plagiarism, copying, or writing answers on your hand when taking an exam. The bar has been raised on cheating, an elevation of dishonesty, and a degradation of the student's moral compass.

I am appealing to all standing committees, faculty, and administration to participate in revitalizing and reimagining the standards of academic integrity at the College. If we can get ahead of these negative trends, HCCC will be able to maintain "Best Practices" in all aspects of academic rigor.

I look forward to providing positive updates on these efforts during this spring 2023 semester.

Thank you, this concludes my report.

Chairman Netchert offered the following remarks.

We want to get ahead and adopt a policy for ourselves. One with zero tolerance if we find anyone involved or something along those lines.

President Reber offered the following remarks.

As a community, we are continually addressing these issues and providing solutions and safeguards. We're navigating the emerging technological and educational landscape as part of our "new normal." We will stay on top of this.

3. President's Report

President Reber offered the following remarks.

Good evening, Trustees.

Happy New Year! It's great to be back together again!

Shortly after our last meeting in November, we lost a valued colleague and dear friend. I ask you to join me in a moment of silence for Trustee Karen Fahrenholz, her family, and all close to them.

Moment of silence.

Thank you. We all miss Karen so much.

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

Earlier today, our Office of Diversity, Equity, and Inclusion hosted a powerful musical tribute to the late Dr. Martin Luther King, Jr. The Dineen Hull Gallery was teeming with students, faculty, staff, school children, members of the African American Outreach Committee, the Latino Advisory Council, and other community members. Vocalist Angela Birchett and Keyboardist Joey Joseph-DiCarlo, both award-winning performers on Broadway and beyond, offered a rousing performance. We thank all who made this inspirational program possible, and we thank Trustee Pamela Gardner for attending and representing our Board of Trustees.

Trustees, as I shared in last Friday's Green Memo, the Hudson County Board of Commissioners appointed Edward DeFazio as a new HCCC Trustee at their meeting last Thursday. Judge DeFazio served as New Jersey Superior Court Judge from 2012 until 2019, as Hudson County Prosecutor from 2002 until 2012, and in earlier positions in the legal and judicial professions. He holds a Bachelor of Arts degree from Fordham University and a Juris Doctorate from Seton Hall University. In 2006, Judge DeFazio received the "Lawyer of the Year" Award from the New Jersey Commission on Professionalism in the Law.

Judge DeFazio will participate in onboarding over the next several weeks and will be sworn in at the February 21 meeting of the Board of Trustees. He is very much looking forward to participating on the Board, and we all look forward to the knowledge and experience he will bring to our Board and our College.

As I shared with you recently, Hudson County Community College will be recognized as an Achieving the Dream "Leader College" at next month's national ATD Dream Conference in Chicago. According to Achieving the Dream, "A hallmark of the Achieving the Dream experience is to recognize exemplary institutions that have identified and implemented strategies proven to be successful over time. We do this through the designation of Leader College status that indicates every person who is affiliated with the institution is committed to ensuring success for all of its students."

Selection as an ATD Leader College is highly competitive and follows an extensive review of data and outcomes. Only a small number of community colleges nationally are named Leader Colleges.

Earlier today, I had a one-on-one meeting with ATD President, Dr. Karen Stout, who was highly complimentary of the considerable success and progress we have achieved as a college community in supporting student retention and degree completion over the last nearly four years. A primary reason for the progress we are making in our student success agenda and as an Achieving the Dream network institution is the continuous improvement of our English as a Second Language (ESL) program.

Over one-third of HCCC students speak a language other than English as their first language, and many students begin their higher education journeys in our ESL Program. A focus in our Student Success Action Plan is the reform of our outstanding ESL program in order to help more students succeed, in part by shortening the time required to begin taking general education and major courses and the time required for students to achieve language proficiency and complete their certificates and degrees. We were honored to receive a five-year, \$3 million Title V grant last year from the United States Department of Education to support this work.

This evening, I have invited Jed Palmer, Director of the ESL Program and Academic Foundations English, and Dr. Stephanie Calo, ESL Program Specialist and Coordinator, to discuss the remarkable progress underway in this area of focus and priority. I now turn this over to Vice President for Academic Affairs, Dr. Darryl Jones, to introduce the presentation, followed by Jed and Stephanie.

Dr. Darryl Jones, Jedediah Palmer, and Dr. Stephanie Calo presented [ESL Reform and Continuous Improvement](#).

Dr. Darryl Jones offered opening remarks

Thank you very much, President Reber. Good afternoon, Trustees and colleagues. It's good to see everyone.

Trustees, I'd like to offer some brief remarks before the formal presentation from Jedediah and Dr. Calo. In spring 2021, President Reber charged Academic Affairs with fundamentally changing our ESL program. Given the significant number of ESL students enrolled, a priority for the College at that time, and currently, is to improve student success and attainment across English language learners enrolled in the ESL program by increasing student enrollment, persistence, momentum, completion, and transfer rates to four-year institutions.

During the summer of 2021, a group of ESL faculty and members of the advising staff conducted a detailed analysis of the history and current state of academic ESL and Continuing Education ESL programs. A literature review was conducted, a comprehensive inventory of data pertaining to the ESL program was taken, and an effort was made to capture the perspectives of stakeholders, including students, faculty, staff, and administrators. The working group offered recommendations on placement, curriculum, and assessment of student learning. During that same period, the College was putting the final

touches on the Department of Education's 2.9 million dollar grant, entitled, the "Golden Door, La Puerta Dorada" project. Needless to say, the work of the ESL faculty, the advising staff, and all of those who assisted with writing the Title V Grant has resulted in significant learning opportunities for our ESL students.

Today, Jedediah Palmer, a long-serving lecturer and now director of the ESL program, along with Dr. Stephanie Calo, an ESL Specialist whose position was created as a result of the Title V Grant, are here to provide updates on the outstanding progress made thus far. Jedediah and Stephanie, the floor is yours.

Jedediah Palmar offered the following remarks.

Thank you, Dr. Jones. Good evening and thank you, Dr. Reber, for giving us an opportunity to spread some good news about ESL.

As you know, we were awarded a Title V Grant, "La Puerta Dorada" in November of 2021, and for the last year, Dr. Stephanie Calo and I have been creating a new curriculum. We've also accomplished the first component of the grant, the ESL Resource Center. It began operating in May 2022, serving the interests of ESL students across the campus at all levels. Since then, we've been offering workshops, interest groups, and other tutoring and advisement opportunities, all mediated through the ESL Resource Center.

Beginning in the spring 2023 semester, we are rolling out the new Pathway and Skills for Success classes. They're completely redesigned and are unlike any other course currently offered through the ESL program. The Pathway class, the first important attribute, is an integrated skills class that differs from how we teach ESL at the higher levels of the program, where we split the skills by teaching reading with academic discussion and writing in conjunction with grammar. This is appropriate for academic language learning and allows for a focus on critical thinking and individual development of those skills. However, for lower-level learners, there are better options than split skills instruction.

Pathway's model of instruction is that reading, writing, academic discussion, and speaking will all be taught in the same classroom, by the same instructor, to one cohort of students. It is the first reform made that is particularly appropriate for this population of students with extremely low skills coming to us. The benefit of integrated skills instruction is that it offers a more naturalistic environment for language learners. Often these language learners will go home and/or to work and be in an environment where they are not required to speak English. That makes the time that we have in the classroom with them that much more important. We must use every moment to the greatest advantage of these learners.

Another important reform within these new classes is the room for the personal attention that we've created. One-on-one interaction between instructor and student is vital because we are focusing on identifying students who are struggling early rather than finding out at the end of the semester that they have not succeeded. We are achieving this by placing an academic coach in every classroom along with the instructor. We're capping each classroom to 15 students, which is incredibly important in language learning. Once we can identify those struggling students within the first few weeks, we will connect them with the assistance they need, such as advisement, tutoring, and academic planning.

What's essential is understanding who these students are and then trying to get them the services they need to succeed. The early intervention is the focus of the pathway program because it's going to increase retention and graduation rates.

We've streamlined our tutoring referral system. It's all channeled through the ESL Resource Center now, and it's much easier for a classroom instructor who identifies a student who needs extra help to connect with resources by sending a message to the ESL Resource Center. Then we go into a more aggressive mode of encouraging that student to come in and get the help they need. We can't require students to come to tutoring. However, we will remind them that we're aware of their struggles and have the tools and resources to assist them. We are reaching out to the student instead of waiting for the student to come to us and that is also key.

In addition to the Pathway classes, we are introducing another new class called Skills for Success. This class is unique within the program because it's content-driven. Aside from language instruction, we're finding that many of the students who come to us don't have the skills they need to succeed in College. Many of them are brand new to the country. Some of them have been here for a while, but we can do a better job of delivering instruction that is meaningful to them, something that they'll latch onto and put to use the moment they learn it in the classroom. Often they don't have the skills they need to succeed outside the classroom.

Skills for Success classes are designed to work in tandem with Pathway classes. They're content driven but meant to reinforce the language instruction that students receive in the Pathway classroom lessons. Skills for Success will focus on practical life skills, college transition, study skills, time management, and financial literacy. We hope that the lessons and materials instructors are using will be much more meaningful and authentic to these students to apply in their daily lives in and out of the classroom. I'm now going to turn things over to Dr. Stephanie Calo, and she's going to go more in-depth about the ESL Resource Center.

Dr. Stephanie Calo offered the following remarks.

Good evening, everyone.

I'm so excited to be here tonight and to talk more about the ESL Resource Center and all the services that it offers our students.

The ESL Resource Center is a designated space that provides not only support for our students to be successful in the classroom, but also opportunities for them to practice the language outside the classroom.

We have a lot of new initiatives. First, we have tutoring and advising. We have the tutoring referral forms allowing an ESL instructor at any point in the semester to notify the student and the center that this student is struggling and would benefit from tutoring. The procedure begins with the professor talking to the student in person during class, followed by an email from the center. However, we've also created a system for follow up in several different ways such as emails and text messages in students' native language.

Next, we have the progress report forms. Waiting until midterms to flag a student is too late. Therefore, progress report forms will be sent out around week 3 of the semester to all of the Pathway I and Pathway II instructors to flag respective students early on. This opens the opportunity to involve students in tutoring as soon as possible.

Then we have academic planning. If a student receives an R and therefore has to repeat the class, he or she will meet with a member of the ESL Resource Center. In that meeting, the student will register for weekly tutoring appointments and discuss different study skills, possible obstacles they may face during the semester, and what steps to take for a more successful semester.

Another initiative we have is workshops. I'm excited for the spring semester because we've already booked our workshops. We have a financial aid workshop by Christine Peterson. We also paired with Career Services for resume and job interview preparation workshops. I'm most excited about the three versions of all of these workshops in English, Spanish, and Arabic. We will be serving our two most significant populations, Spanish and Arabic speakers. In addition, there will be English-focused workshops, such as pronunciation, idiom, and slang, and those will be presented by a member of the ESL division.

Next, we have interest groups. If you're a language learner, you know it's very challenging to attain a high level of proficiency in a language if you're learning that language only in the classroom. The interest groups include, but are not limited to, Reading Club, Conversation Club, and Movie Club. These groups will offer our students the opportunity to practice their language skills. They're learning outside the classroom in a more relaxed, comfortable environment with their peers.

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Lastly, we have Rosetta Stone. Students will be able to practice the skills that they're learning in class independently. Most are familiar with Rosetta Stone. We are using Rosetta Stone Catalyst, which focuses more on business context and unique social interactions. It's much more appropriate for adult learners.

Overall, we're very excited about all the upcoming events we have planned. To reiterate, learning a language is quite challenging, especially as an adult. The new design of the Pathway curriculum and the ESL Resource Center will provide the students the support they need to be successful language learners. Thank you.

President Reber resumed his remarks.

Thanks so much, Darryl, Jed and Stephanie, and many thanks to our ESL faculty and staff for their outstanding work in supporting our students.

Trustees, this concludes my report.

I would be happy to entertain any questions or comments you might have, and Jed and Stephanie would also be happy to answer any questions.

Thank you!

Trustee Lee asked a question.

I'm curious about the breadth of the program. As you mentioned, we primarily have Spanish and Arabic; but at one point, I heard HCCC students speak over a dozen different languages from a wide range of nationalities. Since we have multiple languages spoken here, how are languages beyond Spanish and Arabic considered in the program?

Jedediah Palmar offered the following remarks.

Thank you for the question. La Puerta Dorada is a grant that focuses on Hispanic-serving institutions. Therefore, our mission, as expressed in the grant, is to serve native speakers of Spanish specifically. We are well aware and have been since the beginning that there are others in our community that we indeed need to serve. This is why we've expanded the workshops to offer the Arabic language. Another large language within the population is Hindi speakers and Gujarati speakers here in Jersey City. We would love to do the same for them down the road. However, at this moment, we are facing a logistical issue. You're quite right. Our students speak many languages, and it's impossible at this point to serve every single one. By expanding into Arabic whenever we can, we are extending our capacities and would like to continue working from that angle.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS:

1. *The Minutes of the Regular Meeting of October 11, 2022, were approved.*

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

Title: *Federal Earmark Grant*

Agency: *U.S. Department of Education*

Purpose of Grant: *Technical enhancements to student learning, including equipment.*

College Administrator: *Dr. Nicholas Chiaravalloti*

College Contribution: *\$0*

Award Amount: *\$2.2 Million*

Introduced by: Bakari Lee
Seconded by: Frank Gargiulo

9 Ayes.....0 Nays

Resolutions Adopted

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

1. Resolution Authorizing Agreement for Technology Management Services, to be funded from the operating budget at a cost not to exceed \$2,415,184, was approved.
2. Resolution Authorizing Assessment Platform, to be funded by the Carl D. Perkins Grant at a total cost not to exceed \$40,868, was approved.
3. Resolution Authorizing the Purchase of Furniture for North Hudson Campus Café and Gabert Library Atrium, to be funded by the American Rescue Plan (ARP) Grant at a cost not to exceed \$86,686, was approved.
4. Resolution Authorizing Renewal of Cloud Migration and Security Software, to be funded by the American Rescue Plan (ARP) Grant at a cost not to exceed \$101,053, was approved.

Introduced by: Bakari Lee
Seconded by: Jeanette Peña

9 Ayes.....0 Nays

Resolutions Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-6:

1. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date (if applicable)	Annual Salary
Caroline	Arreaga	Social Worker	February 1, 2023	N/A	\$ 50,000.00
Laura	Riano	Coordinator, Continuing Education and Workforce Development (New Jersey Business and Industry Association Grant-funded)	January 18, 2023	N/A	\$ 46,096.61
Diana	Sanchez	Career Coach	January 18, 2023	N/A	\$ 46,096.61
Michael	Smith	Librarian	January 18, 2023	N/A	\$ 65,287.00

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

2. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Annie	Barran	Instructor, Nursing (Non-tenured)	January 16, 2023	June 30, 2023	\$ 55,434.92

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

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Larry	Anderson	Admissions Recruiter	January 18, 2023	June 30, 2023	\$ 40,000.00
Michelle	DeLaFleur	Interim Director of Patron Services	February 16, 2023	June 30, 2023	\$ 66,958.00
Jeet	Patel	Data Network Administrator	February 1, 2023	March 15, 2023	\$ 51,386.20
Prachi	Patel	Bookkeeper	January 18, 2023	August 31, 2023	\$ 37,923.80
Stephanie	Pina	Assistant Director, Human Resources	January 16, 2023	March 15, 2023	\$ 53,955.51
Alexandra	Plante	Director Library Instruction	February 16, 2023	June 30, 2023	\$ 72,800.00
Sarah	Yagoubi	Coordinator, Center for Workforce Innovation (Grant-funded)	January 18, 2023	December 31, 2023	\$ 46,096.61

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

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

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Amreen	Fatima	Accessibility Services	Reader/Notetaker	READER-150525	Karine Davis/ Jacqueline Safont
Jacqueline	Molina	Accessibility Services	Reader/Notetaker	READER-150525	Karine Davis/ Jacqueline Safont
Angelique	Reeves	Accessibility Services	Reader/Notetaker	READER-150525	Karine Davis/ Jacqueline Safont
Ciara Kaye Alejandro	Umali	Accessibility Services	Reader/Notetaker	READER-150525	Karine Davis/ Jacqueline Safont
Diana	Eskander	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Youstina	Ibrahim	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Marolla	Youakim	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Lu Anna	Salonga	Business, Culinary and Hospitality	Cooperative Education Coordinator	BCH-505455	Ara Karakashian
William	Bird	Advisement	Advisor	Advisor	Jenny Henriquez
Candice	Fernandez	Advisement	PT Advisor	ADVISOR-200510	Jenny Henriquez
Reda	Agourram	College Libraries	Library Associate- Technology	150510	Jing Yang
Susannah	Aziz	College Libraries	Librarian	150510	Alexandra Plante
Jamary	Bobe	College Libraries	Library Associate	150510	Michelle DeLaFleur
Marwa	Abdelaziz	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Andy	Abraham	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-601515 and 103005	Anita Belle/ Samaya Yashayeva
Anthony	Campo	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Aya	Daoud	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Alaina	Desjardin	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Anass	Ennasraoui	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Prachi	Patel	Continuing Education and Workforce Development	PT Bookkeeper/Office Assistant	PTBKOA-103005	Catherina Mirasol
Hyun Joon William	Shin	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Miguel	Lumbao	English and ESL	Academic Coach	601012	Stephanie Calo
Martin	Soto	English and ESL	Academic Coach	601012	Stephanie Calo
Liana	Tabatadze	English and ESL	Lab Assistant	PTLABAS-601012	Stephanie Calo
Bruce	Vereen-Nealous	English and ESL	ESL Coach	601012	Stephanie Calo
Keane	Cadogan	Facilities	Administrative Assistant	PTADAS-601505	Ilya Ashmyan
Andrea	Goodwin	Faculty and Staff Development	Office Assistant	OFFAST-252005	Lilisa Williams
Vernice	Bonilla Hernandez	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Sarthak M.	Gohel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Caren	Urena	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Louis	Osorio	Mail Room and Copy Center	Customer Service Assistant	253035	Frederick Medina
Leandra	Cancel	North Hudson Campus	Office Assistant	OFFNHC-252030	Jason Figueroa
Marcela	Gomez-Sanchez	Nursing and Health Sciences	Skills Lab/ Tutor	101017	Carol Fasano
Susanne	Sorace	Nursing and Health Sciences	Tutor	101016	Geraldine Kiefer-Necklen

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

5. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

<i>First Name</i>	<i>Last Name</i>	<i>Department</i>
Larry	Anderson	Academic Affairs
Devika	Gonsalves	Academic Affairs
Kyara	Martin	Academic Affairs
Eric	Okai	Academic Affairs
Teresa	Raimo	Academic Affairs
Karen C.	Rojas	English and ESL
James	Ryan	English and ESL
Rakiyah	Adamu-Sambare	Humanities and Social Sciences
Svetlana	Bailey	Humanities and Social Sciences
Moshe	Braunstein	Humanities and Social Sciences
Christopher	Englese	Humanities and Social Sciences
Michele	Lawrey	Humanities and Social Sciences
Joseph	Pignato	Humanities and Social Sciences
Paul	Bellan-Boyer	Nursing and Health Sciences
Gaelle	Dennerly	Nursing and Health Sciences
Veronica	Hanna	Nursing and Health Sciences
Tanya	Monroe	Nursing and Health Sciences
Jocelyn	Ortiz	Nursing and Health Sciences
Dorante	Richards	Nursing and Health Sciences
Wilfredo	Yap Jr.	Nursing and Health Sciences
Christian	Traba	STEM

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

6. MODIFICATIONS TO STAFFING TABLE

Current Approved Title	New Title	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
N/A	Bookkeeper	N/A	Salary Grade 105	January 18, 2023
College Lecturer	Associate Director, Open Educational Resources	Michael Whelpley	Salary Grade 115 No Salary Adjustment	January 16, 2023

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

*The Board of Trustees approved the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-6.***

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

*Introduced by: Pamela Gardner
Seconded by: Harold Stahl*

9 Ayes.....0 Nays

Resolutions Adopted

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-14:

1. Resolution Authorizing Renewal of Agreement Between Hudson County Community College and Classroom Au Pair was approved.
2. Resolution Authorizing Agreement Between Hudson County Community College and New Jersey Reentry Corporation for the Provision of GED Instruction was approved.
3. Resolution Authorizing Renewal of Memorandum of Understanding Between Hudson County Community College and the County of Hudson Department of Health and Human Services Office of Inclusion and Accessibility, the New Jersey Division of Vocational Rehabilitation Services, and North Jersey Friendship House, for the Delivery of the Project SEARCH Program at the Journal Square Campus, was approved.
4. Resolution Authorizing Renewal of Memorandum of Understanding Between Hudson County Community College and the County of Hudson Department of Health and Human Services Office of Inclusion and Accessibility, the New Jersey Division of Vocational Rehabilitation Services, and North Jersey Friendship House, for the Delivery of the Project SEARCH Program at the North Hudson Campus, was approved.
5. Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and Kush Klub NJ was approved.
6. Resolution Authorizing Agreement Between Hudson County Community College and Jessica F. Gonzalez, Esq. for the Delivery of a New Jersey Cannabis Licensing Workshop was approved.
7. Resolution Authorizing Articulation Agreement Between Hudson County Community College and LIM College for Academic Pathways in Cannabis Studies was approved.

8. Resolution Authorizing Amendment to Existing Agreement Between Hudson County Community College and Fairleigh Dickinson University (FDU) for Academic Pathways in Radiography was approved.
9. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Jersey City Department of Health and Human Services for Internship Experiences was approved.
10. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and New Jersey Reentry Corporation for Internship Experiences was approved.
11. Resolution Authorizing Amendment to Existing Agreement with Follett for Follett Access Program was approved.
12. Resolution Authorizing New Proficiency Certificate in Construction Technology was approved.
13. Resolution Authorizing New Proficiency Certificate in Construction Administration was approved.
14. Resolution Authorizing New Proficiency Certificate in Social Justice Advocacy was approved.

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

9 Ayes.....0 Nays

Resolutions Adopted

X. NEW BUSINESS

Chairman Netchert offered the following remarks.

Regarding the passing of Trustee Karen Fahrenholz and the profound loss to us all, as Chairman, I will appoint some trustees to fill her positions. Trustee DeFazio will be on all the standing committees that Karen served. I appoint Trustee Stahl as the Chair of the Personnel Committee. For the moment, Trustee Lee will serve as the Liaison to the Foundation. During the next meeting, I will call for nominations to fill the position of Secretary-Treasurer for the remainder of the year.

Judge DeFazio will be a terrific board member with a lot of experience and knowledge. He will be able to help with some of the great programs in which we have started to invest.

Trustee Lee offered the following remarks.

I want to remind the trustees that the Association of Community College Trustees (ACCT) National Legislative Summit (NLS) is coming up from February 5 through 8. It is an opportunity to interact with trustees throughout NJ and the nation. We will have the opportunity to take a trip to Capitol Hill and advocate for legislation that benefits community colleges.

XI. ADJOURNMENT at 5:42 p.m.

*Introduced by: Bakari Lee
Seconded by: Frank Gargiulo*

9 Ayes.....0 Nays

Resolution Adopted

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

February 21, 2023

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Authorizing Scan and Shred Services for the Offices of Communications, Grants, and Advancement

WHEREAS, Hudson County Community College ("College") needs the services of a vendor to scan and shred documents related to the Offices of Communications, Grants, and Advancement; and,

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

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

WHEREAS, ACCSES NJ (New Jersey State Contract #89099) has quoted a price for the services at a cost not to exceed \$51,863; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to ACCSES NJ of Trenton, New Jersey, to provide the services described herein at a cost not to exceed \$51,863.

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

2. Resolution Authorizing Purchase of Commencement Regalia to be Funded by the Student Life Fee (SLF)

WHEREAS, Hudson County Community ("College") needs to purchase six hundred fifty (650) caps, gowns, and tassels, and four hundred fifty (450) stoles to be worn by students at the 2023 May Commencement Ceremony; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.5 (a) (22), the purchase of graduation caps and gowns is exempt from bidding; and,

WHEREAS, Follett Corporation submitted a proposal to supply the Commencement regalia at a cost not to exceed \$40,150; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Follett Corporation of Jersey City, New Jersey, to provide the Commencement regalia as described herein at a cost not to exceed \$40,150.

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

3. Resolution Authorizing Agreement with County of Hudson

WHEREAS, the County of Hudson requires the services of a third party to provide technical and computer training to Hudson County employees; and,

WHEREAS, Hudson County Community College is able to provide the technical and computer training; and,

WHEREAS, the parties have negotiated an agreement whereby the County agrees to pay the College an amount not to exceed \$60,000 to provide the training; and,

WHEREAS, the anticipated term of this training will be until December 31, 2023; 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 an agreement with the County of Hudson for the College to provide the services described herein, with total fees to the College not to exceed \$60,000.

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

4. Resolution Authorizing 26 Journal Square Lease Extension

WHEREAS, Hudson County Community College ("College") has a need to extend the lease for the office space it is renting at 26 Journal Square, 14th Floor from Journal Master Tenant, LLC ("JMT"); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-12 (l), the College may acquire, own, lease, use and operate property, whether real, personal or mixed, or any interest therein, which is necessary or desirable for college purposes; and,

WHEREAS, the anticipated extension is until July 31, 2026; and,

WHEREAS, JMT will lease this space to the College through July 31, 2026 at a total cost not to exceed \$689,415, which represents a 3% increase and is consistent with the prior lease terms; and,

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

WHEREAS, the Administration and Finance Committee recommend this lease extension;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the College to enter into a lease extension with Journal Master Tenant, LLC of New York, New York as described herein, at a cost not to exceed \$689,415.

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

5. Resolution Rescinding Request for Proposal for Fundraising and Engagement Platform

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

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (1), the Services are exempt from public bidding as

they constitute professional services; and,

WHEREAS, the College solicited proposals for the Services from qualified firms using a fair-and-open process through a Request for Proposal ("RFP"); and,

WHEREAS, the College has determined it needs to revise the scope of services in the RFP, and thus needs to rescind the RFP issued for the Services and re-issue the revised RFP; and,

WHEREAS, the Administration and Finance Committee recommend rescinding the RFP;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby rescind the RFP for the Services and authorize the Administration to revise the scope of services and reissue the RFP.

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

6. Resolution Authorizing License Renewal and Payment for Staff and Faculty Monthly Parking at 511-523 52nd Street, West New York, NJ, with the Town of West New York

WHEREAS, Hudson County Community College ("College") needs to provide parking for faculty and staff; and,

WHEREAS, Hudson County Community College ("College") needs to memorialize the parking license agreement with the Town of West New York for faculty and staff at the parking lot located at 511-523 52nd Street, West New York, NJ 07306, from July 1, 2019 through June 30, 2023; and,

WHEREAS, Hudson County Community College ("College") needs to authorize the payments for fiscal years 2021, 2022, and 2023 for such faculty and staff parking; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-12 (l), the Board of Trustees of a County College may acquire, lease and use property that is necessary for college purposes; and,

WHEREAS, the Fiscal Year terms are 2019 through 2023; and,

WHEREAS, the Town of West New York has submitted a proposal to continue to provide parking spaces at 511-523 52nd Street, West New York, New Jersey, for a total cost not to exceed \$55,500 annually, which represents the same rate and no increase from the prior years; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the license renewal with, and authorize payments to, the Town of West New York (or its parking authority) at a cost not to exceed \$166,500.

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

7. Resolution Authorizing Agreement for Athletics Consultant

WHEREAS, Hudson County Community College ("College") needs the services of a consultant to provide a feasibility study for the reintroduction and implementation of intercollegiate athletics, intramurals, and club sports, including esports ("Services"); and,

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

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

WHEREAS, the College received one (1) proposal in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Robert Bunnell, Ed.D.	Carneys Point, NJ	\$22,000

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve a contract with Robert Bunnell, Carneys Point, New Jersey, for the Services consistent with the terms described herein at a cost not to exceed \$22,000.

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

8. Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 808 Pavonia Avenue

WHEREAS, Hudson County Community College ("College") needs to provide parking for faculty and staff; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-12 (I), the Board of Trustees of a County College may acquire, lease and use property that is necessary for college purposes; and,

WHEREAS, the anticipated term is Fiscal Year 2023; and,

WHEREAS, SP Plus Parking has submitted a proposal to continue to provide parking spaces at 808 Pavonia Avenue, Jersey City, New Jersey for a total cost not to exceed \$77,000, which represents the same rate and no increase from the prior year; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the lease renewal with SP Plus Parking of Jersey City, New Jersey, at a cost not to exceed \$77,000.

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 1-8.**

1) Resolution Authorizing Scan and Shred Services for the Offices of Communications, Grants, and Advancement; 2) Resolution Authorizing Purchase of Commencement Regalia to be Funded by the Student Life Fee (SLF); 3) Resolution Authorizing Agreement with County of Hudson; 4) Resolution Authorizing 26 Journal Square Lease Extension; 5) Resolution Rescinding Request for Proposal for Fundraising and Engagement Platform; 6) Resolution Authorizing License Renewal and Payment for Staff and Faculty Monthly Parking at 511-523 52nd Street, West New York, NJ, with the Town of West New York; 7) Resolution Authorizing Agreement for Athletics Consultant; and 8) Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 808 Pavonia Avenue.

INTRODUCED BY: Bakari Lee

SECONDED BY: Jeanette Peña

DATE: February 21, 2023

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

9 Aye 0 Nay

*****RESOLUTION ADOPTED*****

Alexa Riano
Signature of Recorder

2/21/2023
Date

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

February 21, 2023

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATIONS

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

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

2. APPOINTMENT OF STAFF

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

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

3. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY

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

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

4. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

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

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

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

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Jeanette	Gibson	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Mouhamed	Ndiaye	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Arefa	Ali	Continuing Education and Workforce Development	PT Customer Service	CSTAST-103005	Catherina Mirasol
Adefolarin	Bolaji	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Catherina Mirasol
Anthony	Campo	Continuing Education and Workforce Development	PT Instructor	PTINST-603071	Anita Belle
Denise	Dubron	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Catherina Mirasol
Aya	Daoud	English and ESL	Lab Assistant	601012	Stephanie Calo
Darius	Gilmore	English and ESL	PT ESL Academic Coach	601012	Stephanie Calo
Suzanna	Hyler	English and ESL	PT ESL Academic Coach	601012	Stephanie Calo
Montaha	Osman	Grants Department	CTE Academic Coach	CTE Academic Coach-601021	Kenny Fabara
Neel	Patel	Information Technology Services	Instructional Lab Assistant	253025	Diana Perez
Sylus	Salgado	Information Technology Services	Instructional Lab Assistant	253025	Diana Perez
Damyan	Velazquez	Mail Room and Copy Center	Customer Service Assistant	253035	Frederick Medina
Jason	Altilio	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Elijah	Gerald	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Julio	Machado	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan

Donald	Pace	Maintenance	HVAC/ Maintenance Mechanic	HVAC/ Maintenance Mechanic	Ilya Ashmyan
Kaishena	Shiwnarayan	Testing and Assessment	Testing Assistant/Proctor	200530-505455	Darlery Franco

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

6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

<i>First Name</i>	<i>Last Name</i>	<i>Department</i>
Alyza	Brevard-Rodriguez	Business, Culinary Arts, and Hospitality Management
Charles C.	Cho	Business, Culinary Arts, and Hospitality Management
Ebato	Daichi	Business, Culinary Arts, and Hospitality Management
Marta	Bialkowski	English and ESL
Sandy	Bonilla	English and ESL
Nicole A.	Boone	English and ESL
Claudine L.	Boros	English and ESL
Clyde	Brown	English and ESL
Ana	Carapostol	English and ESL
Carrie Anne	Diaz Tocci	English and ESL
Scott	Guterman	English and ESL
Sean Adam	Hughes	English and ESL
Athar	Javaid	English and ESL
James V.	Ryan	English and ESL
Justine	Valinotti	English and ESL
Tosha D.	Bratcher	Nursing and Health Professions
Sunday	Olaode	Nursing and Health Professions

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

7. MODIFICATIONS TO STAFFING TABLE

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

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

8. RESOLUTION TO APPROVE POLICY ON ACCOMMODATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED *that the Board of Trustees approve the recommendations of the President, Administration, and Personnel Committee as outlined above in Item VIII., Personnel Recommendations 1-10.*

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

INTRODUCED BY: Jeanette Peña

SECONDED BY: Pamela Gardner

DATE: February 21, 2023

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

9 Aye 0 Nay

*****RESOLUTION ADOPTED*****

Alexa Riano
Signature of Recorder

2/21/2023
Date

Supporting Documents

Resolution 8 – Attachment

POLICY ON ACCOMMODATIONS

Purpose:

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

Policy:

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

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

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

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

Approved: May 2021; February 2023

Approved by: Board of Trustees

Category: Accessibility Services

Subcategory: Accommodations

Responsible Office(s): Accessibility Services

Scheduled for Review: February 2026

Resolution 9 – Attachment

POLICY ON NON-DISCRIMINATION AND HARASSMENT

Purpose:

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

Policy:

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

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

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

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

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

Approved by: Board of Trustees

Category: Nondiscrimination, Anti-Harassment

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

Scheduled for Review: February 2026

Resolution 10 – Attachment

POLICY ON SEXUAL HARASSMENT AND TITLE IX

Purpose:

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

Policy:

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

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

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

Approved by: Board of Trustees

Category: Sexual Harassment

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

Scheduled for Review: February 2026

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

February 21, 2023

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS

1. Resolution Authorizing Observance of Eid al-Fitr and Diwali Holidays on Academic Calendars

WHEREAS, Hudson County Community College ("College") is committed to providing its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility; and,

WHEREAS, in support of its mission, the College has developed overarching institutional priorities of student success; and diversity, equity and inclusion; and,

WHEREAS, the College seeks to observe the Eid al-Fitr and Diwali Holidays on Academic Calendars in alignment with the principles of student success and diversity, equity and inclusion; and,

WHEREAS, the College will be closed for one day in recognition of each holiday and instruction normally occurring on that day will be rescheduled for an alternate day in order to provide an opportunity for members of the HCCC community to celebrate these holidays while not missing instruction or other activities; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend observing the Eid al-Fitr and Diwali Holidays on Academic Calendars;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the observance of the Eid al-Fitr and Diwali Holidays on Academic Calendars, effective with the Winter/Spring 2024 Academic Calendar.

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

2. Resolution Authorizing Academic Calendars for the Winter, Spring, and Summer 2024 Terms

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

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

WHEREAS, academic calendars have been developed for the winter, spring, and summer 2024 terms; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Academic Calendar for the winter, spring, and summer 2024 terms;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Academic Calendar for the winter, spring, and summer 2024 terms.

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 Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City Medical Center, an affiliate of RWJ Barnabas Health, Inc., for Clinical Experiences in HCCC's Registered Nursing (RN) Program

WHEREAS, Hudson County Community College ("College") offers a Registered Nursing (RN) Program ("Program") through its School of Nursing and Health Professions; and,

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

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

WHEREAS, Jersey City Medical Center ("JCMC"), an affiliate of RWJ Barnabas Health, Inc., has the capacity to meet the needs of the Program; and,

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

WHEREAS, this Agreement will remain in effect for three (3) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Jersey City Medical Center, an affiliate of RWJ Barnabas Health, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and Jersey City Medical Center, an affiliate of RWJ Barnabas, Inc., retroactive to January 1, 2023.

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

4. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City School District (JCSD) for Clinical Experiences in HCCC's Registered Nursing (RN) Program

WHEREAS, Hudson County Community College ("College") offers a Registered Nursing (RN) Program ("Program") through its School of Nursing and Health Professions; and,

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

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

WHEREAS, Jersey City School District ("JCSD") has the capacity to meet the needs of the Program; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and Jersey City School District, retroactive to January 31, 2023.

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

5. Resolution Authorizing Amendment to Existing Agreement Between Hudson County Community College and Fairleigh Dickinson University (FDU) for Academic Pathways in Construction Management

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

WHEREAS, the College, and Fairleigh Dickinson University ("FDU"), collectively the Parties ("Parties"), entered into an agreement for the HCCC-FDU Scholars Program ("Agreement") dated October 31, 2018, through which the Parties agreed to provide seamless transfer pathways; and,

WHEREAS, the Parties seek to amend the Agreement to update the attachments of the Agreement to reflect changes in curriculum; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Hudson County Community College Board of Trustees authorize the amendment of the Agreement between Hudson County Community College and Fairleigh Dickinson University as described herein, effective upon approval.

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

6. Resolution Authorizing Community Partner Agreement Between Hudson County Community College (HCCC) and Dimension NJ 1, LLC

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

WHEREAS, Dimension NJ 1, LLC ("Dimension") seeks to enter into a community partner agreement ("Agreement") with Hudson County Community College ("College") whereby the College will serve as an intermediary through which students can be recruited to participate in Dimension's Solar Training programs that are funded through grants or other means; and,

WHEREAS, Dimension's Solar Training program trains students with the goal of their obtaining gainful employment; and,

WHEREAS, the Agreement also allows for HCCC to serve as a physical location for the training program; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Hudson County Community College Board of Trustees authorize the Agreement between Hudson County Community College and Dimension NJ 1, LLC as described herein, effective upon approval.

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1-6:**

(1) Resolution Authorizing Observance of Eid al-Fitr and Diwali Holidays on Academic Calendars; (2) Resolution Authorizing Academic Calendars for the Winter, Spring, and Summer 2024 Terms; (3) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City Medical Center, an affiliate of RWJ Barnabas Health, Inc., for Clinical Experiences in HCCC's Registered Nursing (RN) Program; (4) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City School District (JCSD) for Clinical Experiences in HCCC's Registered Nursing (RN) Program; (5) Resolution Authorizing Amendment to Existing Agreement Between Hudson County Community College and Fairleigh Dickinson University (FDU) for Academic Pathways in Construction Management; and, (6) Resolution Authorizing Community Partner Agreement Between Hudson County Community College (HCCC) and Dimension NJ 1, LLC.

INTRODUCED BY: Pamela Gardner

SECONDED BY: Jeanette Peña

DATE: February 21, 2023

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

9 Aye 0 Nay

*****RESOLUTION ADOPTED*****

Alexa Riano
Signature of Recorder

2/21/2023
Date

Supporting Documents

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ WINTER/SPRING 2024

Winter Intersession

Jan. 3 – Jan. 18	Winter Intersession	Last day to drop: 1/4/2024	Last day to W: 1/12/2024	Grades due: 1/23/24
Mon. Jan 15	<i>Martin Luther King, Jr. Day – College Closed</i>			

Semester Start-Up Events

Wed. Jan. 17	College Service Day
Thurs. 18	All College Adjunct Faculty Orientation – 6 p.m.

15-Week Terms: Regular, Online Regular/Hybrid, Early College & Culinary Evening: January 22 – May 14

December 1, 2023			Deadline to Apply for May Graduation	
Mon.	Jan.	22	Classes begin for Regular, Online Regular/Hybrid, Early College & Culinary Evening Sessions	Registration must occur at least one day prior to first class meeting.
Fri.	Feb.	2	Last day to drop** 15-Week Regular, Early College, Culinary Evening, and ONR/Hybrid classes	
Fri.	Feb.	16	Classes in session - Administrative Offices Closed	
Mon.	Feb.	19	Presidents' Day – No classes - College Closed	**For a complete list of refund dates, please consult the Winter/Spring 2024 Student Refund Calendar.
Mon.	Mar.	11	Midterm Exams/Advisement Period	
Sun.		17		
Sun.	Mar.	24	Last day to submit Midterm Advisory Grades	
Mon.	Mar.	25	Spring Break – No classes	
Sun.	Mar.	31		
Fri.	Mar.	29	Easter Break – No classes	
Sun.		31		
Mon.	Apr.	8	Last day to complete official withdrawal (W) for 15-Week Regular, Early College, Culinary Evening, and ONR/Hybrid classes	
Wed.	Apr.	10	Eid al-Fitr – No classes – College Closed Note: Classes normally held on this day will be held on Tuesday, May 14	
Tues.	May	7	Last classes and/or final exams for 15-Week Regular, Early College, Culinary Evening, and ONR/Hybrid classes	
Tues.		14	Note: On May 14, Wednesday classes meet	
Mon.	May	20	Last day to submit final grades	

Important Dates for Special Sessions

Culinary (Day) Cycles:

Jan. 22 – Feb. 25	Culinary Cycle I	Last day to drop**: 2/2	Last day to W: 2/9	Grades due: 2/28
Feb. 26 – Apr. 7	Culinary Cycle II	Last day to drop**: 3/11	Last day to W: 3/18	Grades due: 4/11
Apr. 8 – May 14	Culinary Cycle III	Last day to drop**: 4/22	Last day to W: 4/29	Grades due: 5/20

7-Week Sessions: Online and On-Ground/Remote

Jan. 22 – Mar. 11	Online Session A	Last day to drop**: 1/29	Last day to W: 3/4	Grades due: 3/14
Jan. 22 – Mar. 11	On-Ground/Remote 1	Last day to drop**: 1/29	Last day to W: 2/28	Grades due: 3/14
Mar. 19 – May 14	Online Session B	Last day to drop**: 4/2	Last day to W: 4/30	Grades due: 5/20
Mar. 19 – May 14	On-Ground/Remote 2	Last day to drop**: 4/2	Last day to W: 5/1	Grades due: 5/20

12-Week Term: “Q” Sections and Off-Site Sections

Feb. 12 – May 14	“Q” Sections & Off-Site (12-week)	Last day to drop**: 2/20	Last day to W: 4/8	Grades due: 5/20
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HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ SUMMER 2024

Summer I: Monday, May 20 – Monday, July 1, 2024

Monday	May	20	Classes begin, Summer I	<i>Registration must occur at least one day prior to first class meeting.</i>
Monday	May	27	Memorial Day – College Closed	
Tuesday	May	28	Last day to drop** classes for Summer I	
Wednesday	June	12	Last day to complete official withdrawal for Summer I	
Thursday	June	27	Final Exams for Summer I	Last day to submit grades: July 8, 2024
Monday	July	1		
Tuesday	July	4	Independence Day – College Closed	<i>**For a complete list of refund dates, please consult the Summer/Fall 2024 Student Refund Calendar.</i>

Online Session A: May 20 – July 1, 2024

Monday	May	20	Classes begin, Online A	
Tuesday	May	28	Last day to drop** classes for Online A	
Wednesday	June	12	Last day to withdraw from Online A	
Monday	July	1	Final Exams for Online A	Last day to submit grades: July 8, 2024

Summer II: Wednesday, July 10 – Tuesday, August 20, 2024

Wednesday	July	10	Classes begin, Summer II	
Wednesday	July	17	Last day to drop** classes for Summer II	
Monday	August	5	Last day to complete official withdrawal for Summer II	
Monday	August	19	Final Exams for Summer II	Last day to submit grades: August 23, 2024
Tuesday	August	20		

Online Session B: July 10 – August 20, 2024

Wednesday	July	10	Classes begin, Online B	
Wednesday	July	17	Last day to drop** classes for Online B	
Monday	August	5	Last day to withdraw from Online B	
Tuesday	August	20	Final Exams for Online B	Last day to submit grades: August 23, 2024

Special Sessions:

Transitional Programs (Enrichment, Bridge, Boot Camps)	June 3 – August 20, 2024 (<i>Tentative</i>)
EOF Summer Program for New Students	July 9 – August 9, 2024 (<i>Tentative</i>)

Note: The College reserves the right to modify the calendar.

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

This agreement made as of the 1st day of January in the year 2023

Between the Hospital, **JERSEY CITY MEDICAL CENTER**, an affiliate
Name of Hospital ("Hospital")
of RWJ Barnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University ("School")

NURSING PROGRAM ("PROGRAM")

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

1. TERM

This Agreement shall be for a period commencing on January 1, 2023 and continuing
Start Date
until December 31, 2025.
End Date

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

Either party hereto may, at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event of termination by either party, students then participating in the Program shall be permitted to complete the semester.

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

2. EXHIBITS

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

- Exhibit A: DNV Addendum
- Exhibit B: School's Certificate of Insurance
- Exhibit C: Hospital's Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 to 1.
- f. To assure that students conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- g. To verify correct completion of all patient care records and co-sign all student documentation during the clinical experience.
- h. To assure that students engaged in observational experiences do not perform direct-care activities and that such students have signed Observation Agreements provided by the Hospital.
- i. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student or faculty, in accordance with Hospital policy. The criminal background check Vendor (“Vendor”) shall be selected by the School and shall complete all background checks for all students or faculties who have completed Release Forms. The Clinical Liaison of the School shall review the criminal background check results and only students with satisfactory background check results will be assigned by the School for a clinical placement. In addition, the School shall ensure that they or their selected Vendor shall:
 - (1) The criminal background check (“CBC”) shall cover all county, state and federal databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Hospital. Hospital reserves the right to reject the CBC and to request that the CBC be redone, provided that Hospital shall provide the reason or reasons why such CBC was rejected. The School agrees that their choice of criminal

background check vendor (“Vendor”) must meet the requirements stated in this section.

- (2) Only students or faculty with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement at any RWJBarnabas Health facility.
- (3) Background checks shall be repeated every three (3) years for students or faculty continuing as clinical affiliates.
- (4) If a School and/or student believes that the results of their criminal background check require reconsideration and an individual review by RWJBarnabas Health, the School shall:

[a] Obtain the signed RWJBarnabas Health Release Form from the student or faculty and send the Release Form to the Hospital Director of Education.

[b] Instruct the Vendor to send the original criminal background check findings directly to RWJBarnabas Health Corporate Security.

[c] Obtain and send any further relevant supporting documentation related to the criminal history to RWJBarnabas Health Corporate Security.

[d] Abide by the final determination regarding their placement from an Interdisciplinary Criminal Background Check Review Committee of RWJBarnabas Health

- j. To agree to satisfy the DNV Addendum set forth on the attached Exhibit A.

4. HOSPITAL RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to insure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its plant, facilities, policies, and procedures for the School’s faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. In no event shall the Hospital be responsible for a greater amount or degree of care

or assistance than it would reasonably provide for its paid employees. The School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Hospital shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Hospital will be jointly shared by the Hospital's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Hospital.
- c. Upon mutual consent of the Hospital and the School, a student of the School may be assigned to any facilities or programs within the Hospital.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the 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 School will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the School and the Hospital.
- g. The parties will routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement.

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject

matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

- b. The School shall ensure that each student and faculty member assigned to the Hospital shall receive, read, understand and shall abide by the RWJBarnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Hospital from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Hospital.
- c. The School shall ensure that each student and faculty member assigned to the Hospital certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

- a. During the term of this Agreement, the School shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its students, faculty, officers, or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The School shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate. In addition, the student shall provide professional liability insurance in the same amounts.

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

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

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

- b. During the term of this Agreement, the Hospital shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

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

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

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

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

12. MODIFICATION

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

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. NOTICES

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

As to Hospital:

Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302
Attn: President and CEO

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson Community College
70 Sip Avenue
Jersey City, New Jersey 07306
Attn: Catherine Sirangelo-Elbadawy
Dean, Nursing and Health Sciences

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

Date: _____

ATTEST:

Date: _____

HOSPITAL:

By: _____

SCHOOL:

By: _____

Christopher M. Reber, Ph.D.
College President

Exhibit A

JOINT COMMISSION ADDENDUM

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

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

establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

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

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

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

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

CLINICAL EDUCATION AGREEMENT

BY AND BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE NURSING HCCC

AND

JERSEY CITY SCHOOL DISTRICT

This CLINICAL EDUCATION AGREEMENT (the “**Agreement**”) is made and entered into to be effective as of the **31st day of January, 2023**, between HUDSON COUNTY COMMUNITY COLLEGE NURSING PROGRAM (the “**HCCC**”), and JERSEY CITY SCHOOL DISTRICT.

Background

A. Jersey City School District, is committed to participating in the education of persons seeking to enter the nursing profession;

B. HCCC has a curriculum leading to an Associate in Science Nursing (the “**Curriculum**”);

C. Clinical education and experience is a required and integral component of the Curriculum;

D. HCCC desires the assistance of Jersey City School District in developing and implementing the clinical education phase of the Curriculum, which shall include clinical education and practical experience;

E. Jersey City School District recognizes its professional responsibility to provide clinical education experiences for students engaged in the Curriculum; and

F. Jersey City School District wishes to assist HCCC in developing and implementing the clinical education experience for students engaged in the Curriculum.

G. The HCCC and Jersey City School District acknowledge that HCCC’s students will not perform any hands-on care or services to students of Jersey City School District with the exception of Blood pressure screenings and height and weight measurements, but will participate in structured observation experiences.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, HCCC and Jersey City School District agree as follows:

1. Mutual Responsibilities of HCCC and Jersey City School District

- 1.1 HCCC and Jersey City School District will establish objectives for clinical education and devise methods for implementing these objectives and evaluating their effectiveness.
- 1.2 HCCC and Jersey City School District will determine the number of students to be assigned to Jersey City School District and required to achieve the established educational objectives.
- 1.3 In accordance with applicable law, HCCC and Jersey City School District will not discriminate against any HCCC or Jersey City School District student because of age, race, color, religion, sex, handicap status, veteran status, sexual orientation or national origin.
- 1.4 Each party shall indemnify the other for liabilities and/or damages from third-party claims to the extent resulting from their respective negligent acts or negligence omissions in the performance of this Agreement.

2. Responsibilities of HCCC

- 2.1 HCCC will assume responsibility for developing and implementing the educational curriculum for HCCC students at Jersey City School District.
- 2.2 HCCC will refer to Jersey City School District only those students who are enrolled in the Curriculum and who have satisfactorily completed the academic prerequisites for clinical education experience.
- 2.3 HCCC will designate a person or persons to direct the clinical education experience at Jersey City School District and to act as liaison for HCCC with the Jersey City School District, and the HCCC students.
- 2.4 HCCC will be responsible for the determination of a student's final grade for clinical education experiences.
- 2.5 HCCC will notify Jersey City School District of its planned schedule of student assignments, including the dates of clinical experiences, the names of the students, and the level of academic and pre-clinical preparation of each student.
- 2.6 HCCC will provide Jersey City School District with educational objectives and evaluation forms for each clinical education assignment.
- 2.7 HCCC will maintain communication with Jersey City School District on matters pertinent to clinical education. Such communication may include, but not be limited to, on-site visits to Jersey City School District, workshops, meetings, and

the provision of educational materials relevant to the clinical education experience.

- 2.8 HCCC will advise students assigned to Jersey City School District of their responsibility for complying with: (i) all applicable federal, state and commonwealth laws, regulations, and rules; and (iii) the administrative policies of Jersey City School District and the Bylaws, Rules and Regulations of Jersey City School District's healthcare staff, as such administrative policies of Jersey City School District and the Bylaws, Rules and Regulations of Jersey City School District's healthcare staff may be reasonably amended from time to time.
- 2.9 HCCC shall require that Students provide their own professional liability insurance, on an occurrence basis, in the amounts of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate.
- 2.10 HCCC reserves the right to terminate the clinical education experience upon thirty (30) days' written notice to Jersey City School District, if HCCC determines that conditions at Jersey City School District are detrimental to student learning, in HCCC's sole discretion. HCCC also reserves the right to remove any HCCC student from the clinical education experience at Jersey City School District in HCCC's sole discretion.
- 2.11 HCCC will enforce a request from Jersey City School District to immediately withdraw from the clinical education experience any student whom Jersey City School District, in its sole reasonable discretion, requests be withdrawn for any reason permitted by law, including, without limitation, any student whose performance is detrimental to students or Jersey City School District employee well-being or to the achievement of the stated objectives of the clinical education assignment.
- 2.12 HCCC will attest to the fact that each student assigned to Jersey City School District has been informed of Jersey City School District's policy regarding fire safety and blood-borne pathogen training, other infection control training/exposure management, abuse and neglect reporting requirements, HIPAA privacy regulations, and Jersey City School District's Standards of Conduct/Ethical behavior policies which apply to all staff and volunteers that interact students as representatives of Jersey City School District.
- 2.13 The HCCC agrees that it shall inform students and any faculty members placed at Jersey City School District of the requirement to furnish proof of immunity against communicable diseases, including Rubella, Rubeola and Varicella Zoster. Each student and faculty shall be informed of the requirement to have passed a full examination of a scope and within time periods acceptable to Jersey City School District, and each student and faculty at the time of said physical shall

have had a current TB skin test performed with Purified Protein Derivative, however, if the person has not been TB tested within the previous 12 months, then the 2 step TB test must be used. Faculty and students with potential for blood and body fluid exposure will be required to furnish evidence of HBV vaccination or evidence they have been offered the HBV vaccination by their educational institution and have declined. HCCC also agrees that student and faculty members placed at Jersey City School District have no disability which even after being accommodated, at the sole expense of the HCCC, would prevent them from fulfilling their essential duties during the clinical placement.

- 2.15 The HCCC will be solely responsible for evaluation of each student's educational experience. Jersey City School District will provide any observations its clinical care team has made during visits to cooperate with the process whenever possible. The HCCC will provide its written evaluations of the students' educational experience to Jersey City School District, and request that each student complete a written evaluation of his/her experience on forms approved by both the HCCC and Jersey City School District. These evaluations will be shared with Jersey City School District in a timely fashion at the conclusion of the clinical education assignment. Jersey City School District will consider such evaluations in its overall response to School and will complete a general evaluation of the HCCC and provide it to the School as soon as it is reasonably possible at the end of each educational rotation.

3. Responsibilities of Jersey City School District

- 3.1 Jersey City School District will have ultimate responsibility for Jersey City School District student care at Jersey City School District and will comply with the laws and regulations governing the practice of Nursing.
- 3.2 Jersey City School District will provide qualified staff physical facilities, clinical equipment and materials in accordance with clinical education objectives as agreed upon by Jersey City School District and HCCC.
- 3.3 Jersey City School District will provide each assigned HCCC student with a planned, supervised School of clinical experience.
- 3.4 Jersey City School District will provide each assigned HCCC student with an orientation to Jersey City School District, including a copy of pertinent rules and regulations of Jersey City School District.
- 3.5 Jersey City School District will designate one (1) person to serve as coordinator of clinical education for Jersey City School District and to act as liaison with the HCCC.

- 3.6 Jersey City School District will advise HCCC at the earliest reasonable time of any changes in its operation, policies, or personnel which may affect clinical education.
 - 3.7 Jersey City School District will advise HCCC at the earliest reasonable time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, Jersey City School District and HCCC to devise a plan by which the student may be assisted towards achieving the stated objectives of the clinical education HCCC.
 - 3.8 Jersey City School District will provide HCCC with information regarding the availability of first aid and emergency care for students while on clinical education assignment on the property of Jersey City School District. If Jersey City School District provides first aid and/or emergency care to an assigned student, Jersey City School District may charge the student reasonable fees for such services.
 - 3.9 Jersey City School District certifies that its ability to provide services in any state, commonwealth or other jurisdiction has never been revoked, limited, suspended or otherwise restricted in any manner. Jersey City School District further certifies that it, and its employees, independent contractors or other agents, who will participate in the activities outlined in this Agreement are not currently and have never been suspended from participation in or subject to any type of criminal or civil sanction, fine, civil money penalty, debarment or other penalty by any private or public health insurance HCCC, including Medicare, Medicaid, Tricare or any other federal or state health insurance HCCC.
4. Responsibilities of the Student. HCCC agrees to communicate to each student assigned to Jersey City School District the requirements of this Section 4.
- 4.1 The student is required to comply with all applicable policies, procedures and rules of Jersey City School District and HCCC, and all applicable federal, state and local laws, rules and regulations.
 - 4.2 The student is required to maintain health insurance or be responsible for medical expenses incurred during a clinical education assignment. Notwithstanding anything to the contrary, Jersey City School District will send the student to an Emergency Room, students and/or faculty members who become ill or injured during the clinical experience. The students and/or faculty so treated shall be responsible for any and all charges incurred for same.
 - 4.3 The student is responsible for demonstrating professional behavior appropriate to the environment of Jersey City School District, including protecting the confidentiality of students' information and maintaining high standards of students care.

- 4.4 The student is required to provide proof of testing for tuberculosis within twelve (12) months of initiating a clinical assignment at Jersey City School District and furnish evidence of good health if requested by Jersey City School District, consistent with applicable law.
- 4.5 The student is required to obtain prior written approval of Jersey City School District before publishing any material relating to the clinical education experience, with the exception of student papers that will be shared only within the classroom. The student will not post any information on social media. For papers or any written communication that will be published outside of the classroom, the student must obtain prior written approval of Jersey City School District before publishing such material; provided, however, the student may publish a student paper without obtaining Jersey City School District's approval if: (a) the identity of Jersey City School District or Jersey City School District is removed from such student paper; and (b) any attribute that would identify Jersey City School District or Jersey City School District by association including, but not limited to, physical location and identification of key officers and other personnel associated with Jersey City School District or Jersey City School District, have been removed from the paper prior to its publication.
- 4.6 The student shall provide services to students of Jersey City School District regardless of students' race, color, national origin, religion, gender, sexual orientation, age or disability (including AIDS and related conditions).
5. Consideration.

The parties will cooperate in administering the clinical education experience described herein in a way to increase the benefits realized by both of them, so that HCCC can offer its students clinical education of high quality and Jersey City School District can have access to health care advances, can further the development of health care professions, and can recruit students for future employment.

7. Term. This Agreement shall become effective on January 31, 2023 (the "**Effective Date**") and shall remain in effect for two (2) year unless otherwise sooner terminated as hereinafter provided. Either party may terminate this Agreement at any time upon at least thirty (30) days' prior written notice, provided that any student(s) currently assigned to Jersey City School District at the time of notice of termination shall be given the opportunity to complete his/her or their clinical education assignment at Jersey City School District, such completion not to exceed three (3) months.

8. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For COLLEGE:

Name: Catherine Sirangelo
 Title: Dean, School of Nursing and Health Professions
 Hudson County Community College
 870 Bergen Avenue

Jersey City, NJ 07306

For JERSEY CITY SCHOOL DISTRICT:

Dr. Norma Fernandez
 Superintendent of School
 346 Claremont Ave
 Jersey City, New Jersey 07305

9. Confidentiality Obligations.

9.1 Obligations of HCCC.

- 9.1.1 HCCC agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by Jersey City School District, as required by this Agreement, or as required by law, Jersey City School District's Information (as defined herein) or any other matter or thing learned or acquired by the HCCC through its association with Jersey City School District that is not otherwise available to the public. In the event of a disclosure required by law, HCCC will provide Jersey City School District with at least two (2) business days' written notice prior to any such disclosure. "**Jersey City School District's Information**" shall mean all information of Jersey City School District, whether written, electronic or oral, that contains protected health information (as defined by applicable federal or state law or regulations), trade secrets or confidential technology, proprietary information, students or customer lists, or other confidential information of Jersey City School District, but will not apply to such information which was known by HCCC prior to receipt from Jersey City School District, was or became a matter of public information, or is acquired from a third party entitled to disclose the information to HCCC.

- 9.2 Obligations of Jersey City School District. Jersey City School District agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by HCCC or as required by law, HCCC's Information (as defined herein) or any other matter or

thing learned or acquired by Jersey City School District through its association with HCCC that is not otherwise available to the public. “HCCC’s Information” shall mean all information of HCCC, whether written, electronic or oral, that contains protected health information (as defined by applicable federal or state law or regulations, personally identifiable information, any trade secrets, confidential technology, student or customer lists, or other confidential or proprietary information or any other matter or thing learned or acquired by Jersey City School District through its association with HCCC that is not otherwise available to the public. Jersey City School District shall ensure that any student, employee, subcontractor or agent to whom Jersey City School District may disclose any confidential information of HCCC is bound by the confidentiality terms and conditions of this Agreement. Jersey City School District further agrees that, upon termination of this Agreement for any reason, Jersey City School District will neither take nor retain, without prior written authorization from HCCC and except to the extent such information has been incorporated into records of Jersey City School District as required by law or standard business practices, any papers, fee schedules, files or other documents, or copies thereof, or other confidential information of any kind belonging to HCCC. In the event of a disclosure required by law, Jersey City School District will provide HCCC with at least two (2) business days’ written notice prior to any such disclosure. Jersey City School District shall notify HCCC within two (2) business days in writing of any use or disclosure of HCCC’s Information outside the purposes of this Agreement of which Jersey City School District becomes aware.

9.3 Breach of Confidentiality.

9.3.1 Right to Terminate. Either party shall be entitled to terminate this Agreement upon seven (7) days’ written notice after learning that the other party has breached the provisions of this Section 9.

9.3.2 Injunctive Relief. The parties acknowledge that the provisions of this Section 9 are of particular importance for the protection and promotion of the party’s existing and future interests, and that in the event of any breach of this Section 9, a claim for monetary damages may not constitute an adequate remedy. The parties therefore agree that in the event of a breach or threatened breach of this Section 9, either party may apply to any court of competent jurisdiction for injunctive or other relief.

9.4 Survival. The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

10. Entire Understanding. This Agreement contains the entire understanding of the parties as to the matters contained herein and supersedes any prior oral or written discussions, agreements, or negotiations, and it shall not be altered, amended or modified

except by a writing executed by the duly authorized officials of both HCCC and Jersey City School District.

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. Captions. The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.
14. No Waiver. Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
16. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the other party hereto. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.
17. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

JERSEY CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: Christopher M. Reber, Ph.D.

Title: College President

Date: _____

Addendum to HCCC-FDU Scholars Agreement
Between Fairleigh Dickinson University
And
Hudson County Community College

On this **<Insert date>** by and among:

Farleigh Dickinson University (FDU), a non-profit corporation of the State of New Jersey, having an address at 1000 River Road, Teaneck, NJ 07666.

AND

Hudson County Community College (HCCC), located at 70 Sip Avenue, Jersey City, NJ 07306.

Whereas, FDU offers a Bachelor of Science (BS) degree program in Construction Engineering Technology that is approved by the State of New Jersey Office of the Secretary of Higher Education (the "Baccalaureate Degree Program");

Whereas, HCCC offers an Associate of Applied Science (AAS) degree program in Construction Management that is approved by the State of New Jersey Office of the Secretary of Higher Education (the "Associate Degree Program");

Whereas, FDU and HCCC have entered into a Dual Admission Agreement dated **<Insert date>** for a program known as the HCCC-FDU Scholars Program, which enables HCCC students to complete the upper division courses required for FDU undergraduate degree programs and selected combined bachelor's/master's programs upon completion of an associate's degree from HCCC. The HCCC-FDU Scholars Program provides the necessary support and administrative services for HCCC students to transition to Bachelor of Arts, Bachelor of Science and combined bachelor's/master's degree programs at FDU;

Whereas, FDU and HCCC are mutually desirous of providing for the establishment, direction, and operation of an articulation for the benefit of students of HCCC transferring to FDU, pursuant to which FDU would accept the educational credits issued by HCCC and treat completion of the Associate Degree Program as sufficient of completing associated courses in the Baccalaureate Degree Program of FDU;

Now Therefore, in consideration of the mutual promises, covenants, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. The Agreement

Students who are enrolled in HCCC's Associate Degree Program shall have the option to apply to the Baccalaureate Degree Program under the terms of the HCCC-FDU Scholars Program agreement.

Upon completion of the Associate Degree Program, students who have taken courses as specified in Attachment A: Transfer Articulation Plan for HCCC's AAS in Construction Management to FDU's BS in Construction Engineering Technology, will be granted 55 credits in the Baccalaureate Degree Program.

2. Reaffirmation of Other Terms And Conditions.

Except as expressly modified by this Addendum, all other terms and provisions of the HCCC-FDU Scholars Program agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by FDU and HCCCC as if fully set forth herein.

IN WITNESS WHEREOF the parties hereunto set their hands and seals or cause these present to be signed by their proper corporate officers and caused their proper corporate seals affixed, on this day and year written below:

Attachment A: Transfer Articulation Plan for HCCC's AAS in Construction Management to FDU's BS in Construction Engineering Technology

**Course Mapping
Between
Hudson County Community College's (HCCC) AAS in Construction Management Program
(General Education and Major Requirements)
and
Fairleigh Dickinson University's (FDU) BS in Construction Engineering Technology Program
(rev. 1/10/23)**

HCCC's AAS in Construction Management Program (with Options)	Credited Towards Courses in FDU's BS in Construction Engineering Technology Program
General Education Requirements (22 credits)	(Transferred: 18 credits)
CSS-100 College Student Success, 1 credit	UNIV1001 Transitioning to University Life, 1 Credit
ENG-101 College Composition I, 3 credits	WRIT1002 Composition I: Rhetoric and Inquiry, 3 Credits
ENG-103 Technical Report Writing, 3 credits	EGTG2210 Technical Communication, 3 Credits
ENG-112 Speech, 3 credits	UNIV1002 Preparing for Professional Life, 1 Credit
CSC-100 intro to Computers and Computing, 3 credits	No Credit
* <i>MAT-100 College Algebra</i> , 3 Credits MAT-110 Precalculus, 4 (Credits (Select this))	MATH1107 Precalculus, 4 Credits
ECO-201 Principles of Macroeconomics, 3 credits	EGTG4269 Management & Engineering Economics , 3 Credits
Diversity Elective, 3 credits	UNIV2001 Cross-cultural Perspectives, 3 credits
Major Requirements (38 credits)	(Transferred: 37 credits)
* <i>SCI 101-Introduction to Physical Science</i> , 3 Credits PHY 113 - Physics I, 4 Credits (Select this)	PHYS2101 General Physics I, 3 Credits PHYS2201 Physics Lab I, 1 Credit
* <i>MAT-103 Business Mathematics</i> , 3 Credits CSC-118 Python Programming, 3 Credits (Select this)	ENGR1204 Programming Languages in Engineering, 3 Credits
* <i>CHP-100 Introduction to Chemistry</i> , 3 Credits CHP-111 College Chemistry 1, 4 Credits (Select this)	CHEM1201 General Chemistry I, 3 Credits CHEM1203 General Chemistry Lab I, 1 Credit
EGS-101 Engineering Graphics, 2 Credits	EGTC1223 Intro to CAD, 2 Credits
CNM-225 Cost Estimation, 3 credits	EGTC3261 Estimating I, 3 Credits
CNM-230 Project Planning and Control, 3 credits	EGTC4264 Project Management & Control II, 3 Credits
CNM-120 Intro Eng. Sciences & Calculations, 4 credits	ENGR1301 Eng. Practices, Graphics and Design, 3 Credits
* <i>CNM-201 Introduction to Basic Structures</i> , 3 Credits EGS-230 Statics and Dynamics, 4 Credits (Select this)	EGTG2221 Statics, 3 Credits
CNM-202 Const. Proceed Materials and Tests, 4 credits	EGTC1245 Construction Materials & Systems, 3 Credits
CNM-205 Surveying and Site Planning, 3 credits	EGTC1205 Surveying I, 3 Credits
CNM-220 Construction Codes, 3 credits	EGTC4260 Contracts & Specifications, 3 Credits
CNM-222 Construction Project Management, 4 credits	EGTC4263 Project Management & Control I, 3 Credits
Total: 60 credits	Total Transferred: 55 credits

- * These courses are for students who want to graduate with AAS in Construction Management, but they are not accepted as transfer credits towards FDU's BS Construction Engineering Technology (BSConET) program. Students interested in pursuing the BSConET degree at FDU should take the alternate courses offered to get 55 credits out of 60 credits from HCCC transferred and take the

remaining 73 credits at FDU for a total of 128 credits. FDU is planning to lower the total credit requirement of its BSConET program from 128 to about 120 to 123 credits. Although the number of the transferred credits from HCCC will stay at 55 credits, HCCC transfer students would need only to take about 65 to 68 credits instead of 73 credits at FDU once the plan is implemented .

**Transfer Articulation (by Semester) Plan
for
Hudson County Community College's (HCCC) AAS in Construction Management Program
to**

Fairleigh Dickinson University's (FDU) BS in Construction Engineering Technology Program

(rev. 1/10/23)

HCCC's AAS in Construction Management Program (with Options)	Credited Towards Courses in FDU's BS in Construction Engineering Technology Program
First Semester	
CSS 100 – College Student Success, 1 Credit	UNIV1001 Transitioning to University Life, 1 Credit
ENG 101 – English Composition 1, 3 Credits	WRIT1002 Composition I: Rhetoric and Inquiry, 3 Credits
CSC 100 – Introd. to Computers & Computing, 3 Credits	No Credit
* <i>MAT-100 College Algebra</i> , 3 Credits MAT-110 Precalculus, 4 (Credits (Select this))	MATH1107 Precalculus, 4 Credits
ENG 112 – Speech, 3 Credits	UNIV1002 Preparing for Professional Life, 1 Credit
Second Semester	
??? ??? - Diversity (Elective), 3 Credits	UNIV2001 Cross-cultural Perspectives, 3 credits
ENG 103 – Technical Report Writing, 3 Credits	EGTG2210 Technical Communication, 3 Credits
* <i>MAT 103 - Business Mathematics</i> , 3 Credits CSC 118 - Python Programming, 3 Credits (Select this)	ENGR1204 Programming Languages in Engineering, 3 Credits
* <i>CHP 100 – Introduction to Chemistry</i> , 3 Credits CHP 111 – College Chemistry 1, 4 Credits (Select this)	CHEM1201 General Chemistry I, 3 Credits CHEM1203 General Chemistry Lab I, 1 Credit
CNM 120 – Introd. to Eng. Sciences & Calculations, 4 credits	ENGR1301 Eng. Practices, Graphics and Design, 3 Credits
Third Semester	
EGS 101 – Engineering Graphics, 2 Credits	EGTC1223 Intro to CAD, 2 Credits
* <i>SCI 101-Introduction to Physical Science</i> , 3 Credits PHY 113 - Physics I, 4 Credits (Select this)	PHYS2101 General Physics I, 3 Credits PHYS2201 Physics Lab I, 1 Credit
CNM 202 - Const. Proceed Materials and Tests, 4 credits	EGTC1245 Construction Materials & Systems, 3 Credits
* <i>CNM 201 - Introduction to Basic Structures</i> , 3 Credits EGS 230 – Statics and Dynamics, 4 Credits (Select this)	EGTG2221 Statics, 3 Credits
CNM 205 - Surveying and Site Planning, 3 Credits	EGTC1205 Surveying I, 3 Credits
Fourth Semester	
CNM 220 - Construction Codes, 3 Credits	EGTC4260 Contracts & Specifications, 3 Credits
ECO 201 - Principles of Macroeconomics, 3 Credits	EGTG4269 Management & Engineering Economics , 3 Credits
CNM 222- Construction Project Management, 4 Credits	EGTC4263 Project Management & Control I, 3 Credits
CNM 225 - Cost Estimation, 3 Credits	EGTC3261 Estimating I, 3 Credits
CNM 230 - Project Planning and Control, 3 Credits	EGTC4264 Project Management & Control II, 3 Credits

- * These courses are for students who want to graduate with AAS in Construction Management, but they are not accepted as transfer credits towards FDU's BS Construction Engineering Technology (BSConET) program. Students interested in pursuing the BSConET degree at FDU should take the alternate courses offered to get 55 credits out of 60 credits from HCCC transferred and take the remaining 73 credits at FDU for a total of 128 credits. FDU is planning to lower the total credit requirement of its BSConET program from 128 to about 120 to 123 credits. Although the number of the transferred credits from HCCC will stay at 55 credits, HCCC transfer students would need only to take about 65 to 68 credits instead of 73 credits at FDU once the plan is implemented .

Community Partner Agreement

This Community Partner Agreement (this “**Agreement**”) is entered into on [date], 2023 between Dimension NJ 1 LLC (“**Dimension**”) and Hudson County Community College (the “**Partner**”). Dimension and the Partner are each a “**Party**” and together the “**Parties**”.

1. **Background.** In May 2018, the Clean Energy Act was signed into law to create a community solar program in New Jersey to be implemented by the New Jersey Board of Public Utilities (the “**BPU**”) (the “**Community Solar Program**”). The Community Solar Program creates an opportunity to develop locally sited distributed generation solar projects to serve residential customers, including low-to-moderate income residents, multifamily building residents, residents who rent their homes, and others who traditionally have not had access to the benefits of renewable energy. As a community solar developer, Dimension believes in localizing the environmental and economic benefits of its projects to the maximum extent possible through strong partnerships with organizations that operate in the communities its projects serve. Further, as part of the Community Solar Program, the BPU has developed criteria that encourage developers such as Dimension to maximize the impact of its Projects in relation to workforce development to build a qualified workforce to deliver community solar projects through partnerships with local community colleges.
2. **Purpose.** The purpose of this Agreement is to describe the partnership terms between the Partner and Dimension in relation to the community solar projects Dimension is developing in the state of New Jersey that are identified in Exhibit A (the “**Project**” or “**Projects**”). The list in Exhibit A shall be updated from time to time to include additional community solar projects developed by Dimension for subsequent phases of the Community Solar Program, as it is the parties’ intent to continue and expand their partnership to encompass future Dimension projects.
3. **Role of Dimension.** Dimension is the project developer for the Project, which is owned by Dimension’s affiliate company (“**Project Company**”). Dimension and the Project Company are responsible for developing, constructing, commissioning, interconnecting, owning, operating, and maintaining the Project. Dimension will further be responsible for ensuring the enrollment of eligible subscribers to the Project, including 51% or more low-to-moderate income subscribers. Dimension seeks to maximize the local impact of the Project through various initiatives including workforce development, educational programming, prioritization of local communities for Project subscriptions, and investments in capacity-building local programs. Dimension will work with Partner to further this goal, and more explicitly, Dimension’s role in working with Partner will include the following commitments:
 - a. Dimension will fund and arrange a regional solar workforce training program at Partner’s facilities that supports the preparation of local workers for solar installer jobs like those created by the Projects. The training program will provide 80 hours of instruction that includes NABCEP exam preparation, OSHA certification, and hands-on solar installation training, among other training areas.
 - b. Dimension will arrange training for 10 of Partner’s students if one Project in the county is selected for the Community Solar Program by the BPU, plus funding and program capacity for an additional 5 of Partner’s students for every additional Project that is selected in the county.

- c. Dimension will provide full funding for the solar training program at Partner's facilities, including cost of properly qualified instructors, training materials, renting out classroom space from Partner and student stipends.
 - d. Dimension will provide marketing collateral to support Partner's efforts in recruiting local students and residents for Dimension's solar jobs training program. The use of any provided marketing collateral or materials provided by Dimension shall be subject to review and approval by Partner.
 - e. In recognition of Partner's support, Dimension will also provide funding of \$10,000 promptly to Partner upon Project award plus an additional \$5,000 for every additional project that is awarded capacity to cover Partner's internal and external costs. This funding may also be used at Partner's discretion to support local capacity-building and community development initiatives.
 - f. Dimension will work with its engineering, procurement, and construction partners ("EPC Partners") to market open positions to qualified candidates of Partner's students who complete the workforce training program with the goal of hiring trainees as full-time employees engaged to build the Projects. All qualified candidates will have the opportunity to interview for these open positions.
4. **Role of the Partner.** Partner is a community college that provides its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility. In support of this mission, Partner will work with Dimension in connection with the Projects by committing to the following:
- a. Partner will recruit students from solar installation-relevant course programs (e.g. construction, electrical, engineering) and market the job opportunities that are connected to Dimension's solar training. Partner will use alumni job board and other avenues for outreach to students. Partner shall endeavor to find a minimum of five eligible students to enroll in the workforce training program.
 - b. Partner will provide the physical location to host Dimension's regional training program, subject to Dimensions obligations set forth in Paragraph 3, supra, including the obligation to pay rent.
 - c. Partner will support Dimension and its EPC Partners' efforts to hire qualified students provided by Partner.
 - d. Partner will direct Dimension's funding donations to cover Partner's internal and external costs in connection with the program and this Agreement, including priority initiatives that invest in local capacity-building and workforce development.
5. **Compliance with Applicable Law.** The Parties will perform their obligations hereunder consistent with the requirements of applicable law and regulations.
6. **Costs and Expenses.** Unless specifically provided herein, each Party will bear its own costs and expenses in performing its role under the Agreement. The Partner will not provide any financing or investment in relation to the Project and will not have any ownership interest in it.
7. **No Liability.** Except with respect to a breach of confidentiality obligations under Section 9 or the liabilities under Section 10, the sole remedy for either Party if the other Party breaches its obligations hereunder will be to terminate this Agreement in accordance with Section 8.
8. **Term and Termination.** This Agreement will commence on the date first written above and will continue for the life of Projects, provided however that either party may terminate the agreement

after i) a term of 5 years, or ii) the completion by Dimension and Partner of all their commitments in Section 3 and Section 4, or iii) at any time by mutual agreement of the Parties. Notwithstanding the foregoing, Partner may terminate this Agreement for any reason without liability to the other Party by providing 60 days' prior written notice. The Parties' confidentiality obligations under Section 9 below will survive for a period of two years after the termination of this Agreement.

9. **Confidentiality.**

- a. During the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential"(collectively, "**Confidential Information**").
- b. Confidential Information shall not include information that at the time of disclosure:
 - i. is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9 by the Receiving Party or any of its representatives;
 - ii. is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
 - iii. was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party;
 - iv. was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or
 - v. is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by, or requirement of, a court or governmental agency of competent jurisdiction.
- c. The Receiving Party shall:
 - i. protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - ii. not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
 - iii. not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 9 caused by any of its representatives.

10. **Liability.** Notwithstanding the provisions of paragraph 7, supra, as between the parties, each party acknowledges that it will be responsible, and hold the other party harmless for, claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees. [To be updated by Sonnet:] The liability of Partner shall be subject

in all cases to the immunities and limitations of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1et seq., , as amended.

11. **Notices.** All notices or other communications to be given under this Agreement shall be in writing and shall either be personally delivered or sent by registered mail, courier, or electronic transmission and shall be addressed for the attention of the persons indicated in the signature page. For notices to Dimension, a copy of the notice shall be sent via e-mail to: legal@dimension-energy.com. A Party may provide written notice to the other Party to change the address to which notices or other communications shall be sent.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the state of New Jersey. All disputes between the parties arising out of, or relating to this Agreement, and the services provided thereunder, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.
13. **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
14. **No Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either Party without the prior written consent of the other Party, except that Dimension may assign this Agreement to an affiliate Project Company that owns the Project upon written notice to Partner.
15. **No Agency.** Nothing in this Agreement creates a legal partnership between Dimension and Partner or other fiduciary relationship between the Parties. Neither Party will present itself as acting as an agent of the other Party or take any action that would bind the other Party to any obligation.
16. **Project Award Contingency.** The commitments of the Parties in this Agreement are contingent upon the Projects receiving awards of Community Solar Program capacity from the BPU.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
18. To the extent the services require Dimension to receive any confidential student information during the provision of the services, Dimension agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Dimension, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Dimension to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Dimension under the terms of this Agreement.
19. Dimension agrees to comply fully with the requirements of N.J.S.A. 10:2-1 et seq. and N.J.S.A. 10:5-31 et seq., and all implementing regulations there under, all as amended and supplemented from time to time pursuant to the terms contained in Exhibit A, attached hereto and incorporated herein by reference. In addition, Dimension shall comply with all provisions of the Americans with Disabilities Act, in accordance with law.

20. Pursuant to N.J.A.C. 17:44-2.2 Dimension shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

[Signature page follows.]

In WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative:

DIMENSION NJ 1 LLC By: _____ Name: _____ Title: _____ Address for Notices: 3050 Peachtree Rd., Suite 460 Atlanta, GA 30309 With a copy to: legal@dimension-energy.com	HUDSON COUNTY COMMUNITY COLLEGE By: _____ Name: _____ Title: _____ Address for Notices: _____ _____ _____
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Exhibit A**Dimension Renewable Energy****New Jersey Community Solar Program - Project List**

Project Name	County	Municipality	Estimated Subscribers
Bayonne Solar 2 LLC	Hudson	Bayonne	803

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

February 21, 2023

X. NEW BUSINESS

Trustee Pamela Gardner shared with everyone the new ACCT Strategic Plan and Diversity, Equity and Inclusion: A Checklist and Implementation Guide for Community College Boards, which incorporates best practices in DEI.

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

Secretary/Treasurer: Pamela Gardner

Nominated by: Roberta Kenny

Second by: Bakari Lee

INTRODUCED BY: Roberta Kenny

SECONDED BY: Bakari Lee

DATE: February 21, 2023

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

9 Aye 0 Nay

*****RESOLUTION ADOPTED*****

Alexa Riano
Signature of Recorder

2/21/2023
Date

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

February 21, 2023

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the February 21, 2023 meeting of the Hudson County Community College Board of Trustees be adjourned at 5:58 P.M.

INTRODUCED BY: Bakari Lee

SECONDED BY: Harold Stahl

DATE: February 21, 2023

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

9 Aye 0 Nay

*****RESOLUTION ADOPTED*****

Alexa Riano
Signature of Recorder

2/21/2023
Date