

HUDSON COUNTY COMMUNITY COLLEGE
Mary T. Norton Room
70 Sip Avenue, 4th Floor
Jersey City, NJ
5:00 P.M.

Regular Meeting--Board of Trustees
April 10, 2018

AGENDA

I. CALL TO ORDER - FLAG SALUTE Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Kevin G. Callahan
Karen A. Fahrenholz, Secretary/Treasurer
James Fife, Trustee Emeritus
Glen Gabert - President
Pamela E. Gardner
Roberta Kenny
Joanne Kosakowski
Bakari Gerard Lee, Vice Chair
William J. Netchert, Chair
Jeanette Peña
Hamza Saleem – Student Alumni Representative
Adrienne Sires
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 and, if there is such a determination, an announcement will be made as to where the session will be placed on the agenda.)

V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS Dr. Gabert
1. Minutes of Previous Meetings
2. Gifts, Grants, and Contracts

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS Dr. Gabert

VIII. PERSONNEL RECOMMENDATIONS Dr. Gabert

IX. ACADEMIC AND STUDENTS AFFAIRS Dr. Gabert

X. NEW BUSINESS Mr. Netchert

XI. ADJOURNMENT Mr. Netchert

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Kevin Callahan	<u>PRESENT</u> (Via Conference Call)
Karen A. Fahrenholz	<u>PRESENT</u> (Via Conference Call)
James Fife, Trustee Emeritus, ex officio	<u>ABSENT</u>
Glen Gabert - President, ex officio	<u>PRESENT</u>
Pamela E. Gardner	<u>PRESENT</u>
Roberta Kenny	<u>ABSENT</u>
Joanne Kosakowski	<u>PRESENT</u> (Via Conference Call)
Bakari Lee	<u>PRESENT</u>
William J. Netchert	<u>PRESENT</u>
Jeanette Peña	<u>ABSENT</u>
Hamza Saleem, Student Alumni Representative, ex officio	<u>PRESENT</u>
Adrienne Sires	<u>ABSENT</u>
Harold G. 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, The Star Ledger, filed with each Office of the Hudson County Municipal Clerks, and posted on the Public Bulletin Boards of the Hudson County Community College at 25 Journal Square, 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.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

III. COMMENTS FROM THE PUBLIC

NONE

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

RESOLUTION

WHEREAS, the members of the Board of Trustees deem it necessary to suspend the order of the agenda;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees agrees to suspend the order of the agenda.

INTRODUCED BY: Harold Stahl

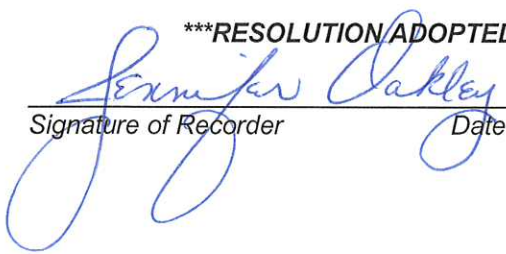
SECONDED BY: Bakari Lee

DATE: April 10, 2018

Callahan, Kevin	<u>AYE</u>
Fahrenheit, Karen	<u>AYE</u>
Gardner, Pamela	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>ABSENT</u>
Sires, Adrienne	<u>ABSENT</u>
Stahl, Harold	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

7 Ayes..... 0 Nay

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


Signature of Recorder

4-10-18
Date

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

IV. CLOSED SESSION

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 23; P.L. 1975 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Hudson County Community College as follows:

1) the public shall be excluded from discussion of and action upon the hereinafter specified subject matter(s)

2) the general nature of such matter(s) to be discussed is as follows:

Personnel

Litigation

3) it is anticipated at this time that the above stated subject matter(s) will be made public if final action is to be taken, or when the privilege of confidentiality no longer attaches;

4) this resolution shall take effect immediately.

5:30 P.M.

MOTION TO RETURN 6:15 PM
FROM CLOSED SESSION

INTRODUCED BY:

Bakari Lee

Bakari Lee

SECONDED BY:

Pamela Gardner

Kevin Callahan

DATE:

April 10, 2018

Callahan, Kevin
Fahrenholz, Karen
Gardner, Pamela
Kenny, Roberta
Kosakowski, Joanne
Lee, Bakari
Peña, Jeanette
Sires, Adrienne
Stahl, Harold
Netchert, William, Chair

AYE
AYE
AYE
ABSENT
AYE
AYE
ABSENT
ABSENT
AYE
AYE

7 Ayes..... 0 Nay

RESOLUTION ADOPTED

Jennifer Oakley
Signature of Recorder

4-10-18
Date

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS

Monthly Middle States Update



**Hudson County Community College
Decennial Self Study Update**

April 10, 2018

- *Steering Committee Co-chairs have submitted the second draft of their standard chapters.*
- *On April 11, Self-Study Co-chairs, Ellen Renaud and Professor Cathie Seidman, and Dr. Jerry Trombella, Dean of Institutional Research, are meeting to review the second drafts.*
- *The Steering Committee will meet as a group on April 18 to discuss any new questions or issues that may need to be addressed.*
- *Later in April, the Co-chairs and Dr. Trombella will meet individually with the Steering Committee Co-chairs to make recommendations for revisions to the chapters.*

HCCC Foundation Art Collection - Thank You Video – Andrea Siegel, Ph.D.
<https://www.youtube.com/watch?v=4N8f7NHLabs&feature=youtu.be>

Plaque presented to Maria Nieves, President and CEO, The Hudson County Chamber of Commerce

HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETINGS

The Minutes of the Regular Meeting of March 13, 2018 are herewith officially submitted to the Board Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of March 13, 2018.

2. GIFTS, GRANTS, AND CONTRACTS REPORT - None

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: Harold Stahl

DATE: April 10, 2018

Callahan, Kevin	<u>AYE</u>
Fahrenholz, Karen	<u>AYE</u>
Gardner, Pamela	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>ABSENT</u>
Sires, Adrienne	<u>ABSENT</u>
Stahl, Harold	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

7 Ayes..... 0 Nay

RESOLUTION ADOPTED

Jennifer Oakley
Signature of Recorder

4-10-18
Date

**ATTACHMENT A
ITEM VI**

**HUDSON COUNTY COMMUNITY COLLEGE
Board of Trustees Meeting
Library
71 Sip Avenue
Jersey City, NJ**

**REGULAR MEETING --- BOARD OF TRUSTEES
March 13, 2018**

MINUTES

PRESENT: Kevin Callahan, Karen Fahrenholz, Glen Gabert, (ex officio), Roberta Kenny, Joanne Kosakowski, Bakari Lee, William Netchert, Jeanette Peña, and Hamza Saleem, Student Alumni Representative.

ABSENT: James Fife, Trustee Emeritus, (ex officio), Pamela E. Gardner, Adrienne Sires, and Harold Stahl.

Counsel to the Board: John G. Geppert, Jr., Esq. for Scarinci & Hollenbeck

HCCC Staff and Visitors present were: Shannonine M. Caruana, Heather DeVries, Lisa Dougherty, Eric Friedman, Dorothea Graham-King, Nydia James, Jennifer Oakley, Ferdinand Orock, Paula Pando, Ismael Randazzo, Vivyen Ray, Quamar Raza, Paula Roberson, Denise Rossilli, Jerry Trombella, Chris Wahl, Lilisa Williams, Marcella Williams, and Veronica Zeichner.

I. CALL TO ORDER - FLAG SALUTE 5:00 PM

II. ROLL CALL AND RECOGNITION OF VISITORS

The regular meeting was called to order by William Netchert at 5:00 p.m. and roll called by Jennifer Oakley.

III. COMMENTS FROM THE PUBLIC

Denise Rossilli, Chair of the All College Council (ACC), commented on a governance recommendation that was included on the action agenda for the Board meeting: "Proposed Revision to Grade Point Average Weighting Policy". She also described how the ACC provided an opportunity for all members of the College community (faculty, non-faculty and students) to join in on discussions of procedures, policies and important issues at the College. She said that significant numbers of staff participated through the various committees of the ACC and also at general sessions.

SUSPEND THE ORDER OF THE AGENDA

Introduced by: William Netchert

Seconded by: Kevin Callahan

7 Ayes.....0 Nays

Resolution Adopted

IV.

CLOSED SESSION 5:30 P.M.

Introduced by: William Netchert

Seconded by: Bakari Lee

7 Ayes.....0 Nays

Resolution Adopted

**MOTION TO RETURN 5:53 PM
FROM CLOSED SESSION**

Introduced by: Kevin Callahan

Seconded by: Jeanette Peña

7 Ayes.....0 Nays

Resolution Adopted

V.

AWARDS, RECOGNITIONS AND SPECIAL REPORTS

Trustee Kevin Callahan, Chair of the Presidential Search Advisory Committee, provided an update on the search process.

Trustee Callahan said the process was on schedule, that there had been significant response to recruitment efforts, initial interviews would be by video conference and would include candidates from across the country, and that some would be selected from this group for follow-up face-to-face interviews by the Advisory Committee. From this pool, finalist candidates would be identified for campus interviews that would provide opportunities for members of the College community and other stakeholders to participate in the process. Callahan also thanked the members of the Committee for their commitment.

Monthly Middle States Update

Dr. Paula Pando, Senior Vice President, North Hudson Campus and Student and Educational Support Services, said that the College's Decennial Self-Study process was on track and on schedule. She made reference to the following update.

On February 14, the Steering Committee met for their regular monthly meeting to discuss issues and go over any questions. The second draft of the Standard chapters is due on March 21. The Co-chairs, Ellen Renaud and Professor Cathie Seidman, and Dr. Jerry Trombella, Dean of Institutional Research, will review the chapters and meet with the Steering Committee Chairs in April to suggest changes or revisions.

Dr. DeRionne Pollard, President of Montgomery College, was named as Chair of the Middle States Visitation team.



Hudson County Community College Decennial Self Study Update

- On February 14, the Steering Committee met for their regular monthly meeting to discuss issues and go over any questions.
- The second draft of the Standard chapters is due on March 21. The Co-chairs, Ellen Renaud and Professor Cathie Seidman, and Dr. Jerry Trombella, Dean of Institutional Research, will review the chapters and meet with the Steering Committee Chairs in April to suggest changes or revisions.
- Dr. DeRionne Pollard, President of Montgomery College, was named as Chair of the Middle States Visitation team.

VI. **REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

1. *Minutes of the Regular meeting of February 20, 2018.*
2. *Gifts, Grants and Contract Reports –*

The College has made the following grant & contract proposals:

TITLE: Carl D. Perkins Grant for Career and Technical Education (CTE)

AGENCY: New Jersey Department of Education

PURPOSE OF GRANT: HCCC received notice of our FY18 allocation to be utilized for direct instructional support for HCCC CTE programs. An amendment will be submitted through EWEG by March 30, 2018.

COLLEGE ADMINISTRATOR: Dayneesa McMillan

COLLEGE CONTRIBUTION: \$0

TITLE: Northern New Jersey Bridges to the Baccalaureate

AGENCY: National Science Foundation

PURPOSE OR GRANT: To increase the number of underrepresented minority (URM) students at community colleges to successfully transfer into STEM baccalaureate degree program.

COLLEGE ADMINISTRATOR: Dr. Ferdinand O. Oroch (Principal Investigator/Project Director)

COLLEGE CONTRIBUTION: 0
AWARD AMOUNT: \$250,272 (\$83,424 for 3 years)
Status: Pending

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

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. To Continue to Develop Property in the Journal Square Area for Permanent Use by the College,
2. Approval of 2017 Audit,
3. Tuition Policy FY19,
4. New Dell Computers for STEM Lab at Journal Square,
5. Purchase Order Increase for William J. Guarini,
6. Affiliation Agreement between CarePoint Health - Bayonne and HCCC for the Nursing Program,
7. Affiliation Agreement between CarePoint Health - Christ Hospital and HCCC for the Nursing Program,
8. Affiliation Agreement between CarePoint Health - Hoboken University Medical Center and HCCC for the Nursing Program,
9. Affiliation Agreement between Peace Care at St. Ann's Home and HCCC for the Nursing Program,
10. Affiliation Agreement between AHS Hospital Corporation and HCCC for the Nursing Program,
11. Affiliation Agreement between CarePoint Health - Bayonne and HCCC for the Radiography Program,
12. Affiliation Agreement between CarePoint Health - Hoboken University Medical Center and HCCC for the Radiography Program,
13. Affiliation Agreement between CarePoint Health - Christ Hospital and HCCC for the Radiography Program,
14. Affiliation Agreement between Richmond University Medical Center and HCCC for the Radiography Program,
15. Affiliation Agreement between RWJ Barnabas Health Jersey City Medical Center EMS Training Center and HCCC for the Pre-Hospital Medicine: Paramedic Science Program,
16. Affiliation Agreement between Alaris Health at Hamilton Park and HCCC for the Certified Nurse Aide Training,
17. Resolution Authorizing the Purchase of Instructional Course for Use with Laerdal Technology,
18. Resolution Authorizing the Purchase of Instructional Culinary Equipment,
19. Resolution Authorizing the Purchase of Instructional Culinary Equipment, and
20. Amendment to the Contract for Services with Ellucian- for Chief Information Officer.

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

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATIONS

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Destinymarie Alicea	Career and Transfer Counselor	3/1/2018
Vincent Salamone	Chief Information Officer	3/29/2018

2. APPOINTMENT OF STAFF

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Sheila Dynan	Associate Dean of Student Success	3/14/2018	\$90,000.00 (pro-rated)
Carmen Garcia	Student Accounts Coordinator	3/14/2018	\$43,000.00 (pro-rated)
Cellestine Mabeya	Admissions Advisor	3/19/2018	\$38,000.00 (pro-rated)
Lori Margolin	Dean of Continuing Education/ Workforce Development	3/14/2018	\$125,000.00 (pro-rated)

3. TEMPORARY FULL-TIME ASSIGNMENT

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Laverne Ploom	Lecturer, Clinical/Allied Health Specialist	4/1/2018 6/30/2018	\$35,000.00 (pro-rated)

4. TEMPORARY FULL-TIME FACULTY ASSIGNMENT

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Nicholetta Prince	Instructor, Criminal Justice	1/15/2018 5/31/2018	\$22,108.50 (pro-rated)

5. APPOINTMENT OF ADDITIONAL NEW PART-TIME HIRES: March 13, 2018 – JUNE 30, 2018

NEW PART TIME HIRES

LAST NAME	FIRST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
ROJAS	ALEXANDRA	CTR FOR BUS & INDUSTRY	PT INSTRUCTOR	PTINST-103005	CATHERINA MIRASOL
DESCHAMPS	ANTHONY	ITS	PT PC TECHNICIAN	PTTECH-253025	V. SALAMONE

6. APPOINTMENT OF ADDITIONAL NEW HIRE ADJUNCTS SPRING 2018.

LAST NAME	FIRST NAME	DEPARTMENT
RODRIGUEZ	GONZALO	NURSING AND ALLIED HEALTH

7. COLLECTIVE BARGAINING AGREEMENT PROPOSAL BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND THE HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC ADMINISTRATIVE ASSOCIATION.

8. SALARY ADJUSTMENTS FOR CONFIDENTIAL EMPLOYEES

The President, Finance Committee and Personnel Committee recommend an adjustment of 2% upon the base pay for any confidential employee on the College payroll on or before February 28, 2018 unless excluded or otherwise specifically provided below.

Effective July 1, 2018, the base pay of the following employees be increased to the amount indicated: John Marlin to \$125,000; Alexa Riano to \$65,080.00; Michael Reimer to \$110,080.40; Jerry Trombella to \$116,322.80; and Christopher Wahl to \$125,000. Be it further resolved that the base pay of all other confidential employees, with the exclusion of the President and Executive Director of the Workforce Investment Board, whose effective date of employment shall have been on or before February 28, 2018, be raised by 2% effective July 1st.

Introduced by: Joanne Kosakowski

Seconded by: Kevin Callahan

7 Ayes.....0 Nays

Resolution Adopted

IX. ACADEMIC AND STUDENT AFFAIRS

1. PROPOSED REVISION TO GRADE POINT AVERAGE WEIGHING POLICY

Introduced by: Kevin Callahan

Seconded by: Karen Fahrenholz

7 Ayes.....0 Nays

Resolution Adopted

X. NEW BUSINESS

1. USE OF FED EX DISCONTINUED

Introduced by: Board as a Whole

Seconded by: Board as a Whole

7 Ayes.....0 Nays

Resolution Adopted

XI. ADJOURNMENT 5:55 P.M.

Introduced by: Joanne Kosakowski

Seconded by: Jeanette Peña

7 Ayes.....0 Nays

Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Authorizing the Award of Exterminating Services for Facilities Department

WHEREAS, the College has a need to contract for exterminating services for the college; and

WHEREAS, Bayonne Exterminating, of Bayonne New Jersey provided a proposal to provide these services at a cost not to exceed \$30,000; and

WHEREAS, pursuant to N.J.S.A 18A:64A:25-3, this service is exempt from bidding because it is below the College's bid threshold; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Bayonne Exterminating to provide exterminating services, at a cost not to exceed \$30,000; and

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

2. Resolution Authorizing the Purchase of Climate Control Services and HVAC services for the College

WHEREAS, the College requires the services of a qualified vendor to provide climate control and HVAC services college wide; and

WHEREAS, Automated Building Controls has submitted a proposal to provide these services at a cost not to exceed \$35,000; and

WHEREAS, pursuant to N.J.S.A 18A:64A:25-3, this service is exempt from bidding because it is below the College's bid threshold; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Automated Building Controls to provide climate control and HVAC services at a cost not to exceed \$35,000; and

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

3. Purchase of Furnishings for the Foundation learning institute

WHEREAS, the College needs to purchase tables and chairs for the Foundation Learning Institute; and

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

WHEREAS, Commercial Furniture Interiors, of Mountainside, New Jersey, NJ State Contract#: 81711, has quoted a price for the chairs at a cost not to exceed \$22,227; and

WHEREAS, the cost of the chairs will be funded from the Picking Up the Pace Grant FY18; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Commercial Furniture Interiors, of Mountainside, New Jersey, NJ State Contract#: 81711, to purchase tables and chairs for the Foundation Learning Institute at a cost not to exceed \$22,227; and

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

4. Resolution for the Purchase of Accuplacer Exams for Fiscal Year 2018

WHEREAS, the Hudson County Community College Testing Department has a need to purchase Accuplacer Exams for Fiscal Year 2018; and

WHEREAS, this service is exempt for bidding pursuant to N.J.S.A. 18 A:64A-25.5(2) and/or to N.J.S.A. 18 A:64A-25.5(3); and

WHEREAS, College Board of New York, New York is the proposed vendor to provide these exams at a total cost not to exceed \$1.95 per unit; and

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

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

NOW THEREFORE, BE IT RESOLVED the Board of Trustees of Hudson County Community College awards a contract to College Board of New York for the purchase of Accuplacer Exams at a cost not to exceed \$1.95 per unit.

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

5. Resolution Awarding Contract for Commissioning Services

WHEREAS, the Hudson County Community College ("College") is seeking LEED certification in connection with the new STEM building; and

WHEREAS, as part of the LEED certification process, the College requires the services of a professional engineer in order to provide commissioning services ("Services") for the STEM building; and

WHEREAS, Wick Fisher White ("WFW"), Philadelphia, PA, has provided a proposal to provide the Services for the total price of \$42,500.00; and

WHEREAS, the STEM building project budget includes a line item for commissioning in the amount of \$50,000.00; and

WHEREAS, the College's Construction Manager has reviewed the proposal, advised that it is reasonable as to scope and price, that WFW has the professional expertise to provide the Services, and recommends an award of contract to WFW to provide the Services; and

WHEREAS, the contract is exempt from bidding pursuant to N.J.S.A 18A:64A-25.5 (a) (1); and

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

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of Hudson County Community College ("Board") approves the proposal of Wick Fisher White to provide commissioning services for the Stem building in the amount of \$42,500.00 subject to the execution of a contract between the parties; and

BE IT FURTHER RESOLVED, that the Board authorizes the Administration to work with Counsel to negotiate and prepare the contract with WFW for the Services; and

BE IT FURTHER RESOLVED, that the Board authorizes the Administration to take all steps necessary to effectuate the purpose of this resolution.

6. Resolution Authorizing Security Services Rate Increase

WHEREAS, the Hudson County Community College ("College") is currently in a month-to-month contract with U.S. Security Associates, Inc. ("USSA") for the provision of security services to the College; and

WHEREAS, the College continues to require the services of USSA until the College develops a comprehensive plan for its security needs; and

WHEREAS, USSA has advised the College that the rates USSA pays its employees has increased, and as a result, USSA needs to increase the fees charged to the College in accordance with the chart below:

	2018	2018
	Pay Rate	Bill Rate
Security Officer	\$12.00	\$18.96
Security Supervisor	\$13.00	\$20.32
Captain	\$17.00	\$26.76

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Hudson County Community College authorizes the College to continue to extend its contract with U.S. Security Services Associates, Inc. on a month-to-month basis in accordance with the fees set forth in the chart above; and

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

7. New Electronic Whiteboards and Projectors for the English Department

WHEREAS, the College has a need to purchase new electronic whiteboards and projectors for use by English Department in rooms I102 and NH408; and

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

WHEREAS, Office Business Systems (NJ State Contract#: 83896), has quoted a price for the whiteboards and projectors at a cost not to exceed \$10,444; and

WHEREAS, the cost of the computers will be funded from the Picking Up the Pace FY18; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Office Business Systems, of Lincoln Park, New Jersey, (NJ State Contract#: 83896), to purchase the new electronic whiteboards and projectors at a cost not to exceed \$10,444; and

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

8. Resolution Approving HCCC Fees Policy for Fiscal Year 2019

REPORT/BACKGROUND:

As noted in the tuition policy presented last month, the College draws its revenues from three (3) principal sources: state aid; county appropriations and tuition and fees. It is necessary to set the fee policy at this time in order that rates be in place for early registration for the Fall 2018 semester.

Fees:

It is proposed that fees be charged as presented in the schedule provided. Consistent with prior practice and other New Jersey County Colleges, the College charges various registration related and program specific fees.

RECOMMENDATION:

The Administration and the Finance Committee recommend that the Board of Trustees authorize the fees as presented.

9. Resolution Authorizing the Award of Tsigonia Paint Sales for Maintenance Department

WHEREAS, the College has a need to purchase construction/maintenance supplies; and

WHEREAS, pursuant to N.J.S.A. 18A:64A:25-3, this purchase is exempt from bidding because it is below the College's bid threshold; and

WHEREAS, two (2) quotes were obtained for the construction/maintenance supplies from Tsigonia Paint Sales and Central Paint & Building Supply; and

WHEREAS, Tsigonia Paint Sales of Jersey City, New Jersey, provided the lowest quote for the construction/maintenance supplies and is the proposed vendor to provide paint supplies to the College at a cost not to exceed \$35,000; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract Tsigonia Paint Sales for construction/maintenance supplies at a cost not to exceed \$35,000.

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

10. New Dell Computers for the Foundational Learning Institute (North Hudson)

WHEREAS, the College has a need to purchase 25 computers for the Foundational Learning Institute at North Hudson (NH408) for use by the English Department; and

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

WHEREAS, Dell (NJ State Contract#: 89967), has quoted a price for the 25 computers at a cost not to exceed \$33,772; and

WHEREAS, the cost of the computers will be funded from the Picking Up the Pace Grant FY18; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Dell (NJ State Contract#: 89967) to provide new computers for the English Department at a cost not to exceed \$33,772.

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

11. New Dell Computers for the Foundational Learning Institute (Journal Square)

WHEREAS, the College has a need to purchase 20 computers for the Foundational Learning Institute at Journal Square (I102) for use by the English Department; and

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

WHEREAS, Dell (NJ State Contract#: 89967), has quoted a price for the 20 computers at a cost not to exceed \$27,017; and

WHEREAS, the cost of the computers will be funded from the Picking Up the Pace Grant FY18; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Dell (NJ State Contract#: 89967) to provide new computers for the English Department at a cost not to exceed \$27,017.

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

12. New Dell Computers for the Foundational Learning Institute (Journal Square)

WHEREAS, the College has a need to purchase 6 laptops with HDMI cables and locks for Foundational Learning Institute at Journal Square (I102) for use by the English Department; and

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

WHEREAS, Dell (NJ State Contract#: 89967), has quoted a price for the laptops and cables at a cost not to exceed \$8,588; and

WHEREAS, the cost of the laptops and cables will be funded from the Picking Up the Pace Grant FY18; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Dell (NJ State Contract#: 89967) to provide new laptops with an HDMI cables and locks for the English Department at a cost not to exceed \$8,588.

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

13. New Dell Computers for the Foundational Learning Institute

WHEREAS, the College has a need to purchase 50 laptops and carts for the Foundational Learning Institute for use by the English Department; and

WHEREAS, 25 laptops and 1 storage cart will be for North Hudson (NH408) and 25 laptops and 1 storage cart will be for Journal Square (I102); and

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

WHEREAS, Dell (NJ State Contract#: 89967), has quoted a price for the computers at a cost not to exceed \$76,466; and

WHEREAS, the cost of these laptops and carts will be funded from the Picking Up the Pace Grant FY18; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College awards a contract to Dell (NJ State Contract#: 89967) to provide new laptops with carts for the English Department at a cost not to exceed \$76,466.

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

14. A Resolution Authorizing the Hudson County Community College to Enter Into a Cooperative Pricing Agreement

WHEREAS, N.J.S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and to enter into Cooperative Pricing Agreements for its administration ; and

WHEREAS, NJEdge.Net, Inc., hereinafter referred to as the "Lead Agency" has offered voluntary participation in the EdgeMarket Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on April 10, 2018, the governing body of Hudson County Community College, situated in the County of Hudson, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the EdgeMarket Cooperative Pricing Resolution of the Hudson County Community College

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), Glen Gabert, Ph.D., President of the Hudson County Community College, on behalf of Hudson County Community College is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency .

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

RESOLUTION:

NOW THEREFORE BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration, and the Finance Committee as outlined above in Item VII. Fiscal, Administrative, Lease and Capital Recommendations 1-14: 1) Resolution Authorizing the Award of Exterminating Services for Facilities Department, 2) Resolution Authorizing the Purchase of Climate Control Services and HVAC services for the College, 3) Purchase of Furnishings for the Foundation learning institute, 4) Resolution for the Purchase of Accuplacer Exams for Fiscal Year 2018, 5) Resolution Awarding Contract for Commissioning Services, 6) Resolution Authorizing Security Services Rate Increase, 7) New Electronic Whiteboards and Projectors for the English Department, 8) Resolution

Approving HCCC Fees Policy for Fiscal Year 2019, 9) Resolution Authorizing the Award of Tsigonia Paint Sales for Maintenance Department, 10) New Dell Computers for the Foundational Learning Institute (North Hudson), 11) New Dell Computers for the Foundational Learning Institute (Journal Square), 12) New Dell Computers for the Foundational Learning Institute (Journal Square), 13) New Dell Computers for the Foundational Learning Institute, and 14) A Resolution Authorizing the Hudson County Community College to Enter Into a Cooperative Pricing Agreement.

INTRODUCED BY: Bakari Lee

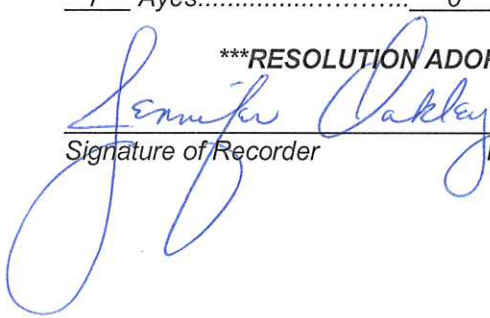
SECONDED BY: Karen Fahrenholz

DATE: April 10, 2018

Callahan, Kevin	<u>AYE</u>
Fahrenholz, Karen	<u>AYE</u>
Gardner, Pamela	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>ABSENT</u>
Sires, Adrienne	<u>ABSENT</u>
Stahl, Harold	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

7 Ayes..... 0 Nay

RESOLUTION ADOPTED


Signature of Recorder

4-10-18
Date

HUDSON COUNTY COMMUNITY COLLEGE

Tuition & Fees Schedule

2017-2018

TUITION:	
Hudson County Resident	\$ 135.00 per credit
Out of County	270.00 per credit
Out of State/Foreign Student	399.00 per credit
FEES:	
Registration Fee	\$ 25.00 per semester
General Service Fee	25.00 per credit
Student Activity Fee	4.75 per credit
Technology Fee	18.00 per credit
Late Registration	25.00 per occurrence
Culinary Fee	280.00 per course
Culinary Cutlery	240.00 per occurrence
Culinary Uniforms	130.00 – 150.00 per year
Tuxedo/Front of the House	
Uniforms	110.00 per year
OTHER FEES:	
Application for Admission	\$ 25.00 per occurrence
Application for Readmission	25.00 per occurrence
Foreign Student Processing	250.00 Deposit
Graduation Fee	50.00 per occurrence
Deferred Payment Plan	25.00 per occurrence
Returned Check Fee	25.00 per occurrence
Official Transcript Fee	5.00 per occurrence
Culinary Insurance Fee	14.00 per semester (28.00 per year)
Lost Schedule Fee	2.00 per occurrence
Replacement of ID Card	15.00 per occurrence
Lab Fees	22.00 – 50.00 per course (vary according to class)
Add/Drop Fee	15.00 per occurrence
Work/Life Portfolio Assessment	
Assessment & Processing Fee	100.00 per occurrence
CLEP Exam Fee	20.00 per occurrence
Re-Test Fee	5.00 per occurrence
HOBET Test Fee	30.00 per occurrence
DANTES Test Fee	20.00 per occurrence
Distance Learning Exam Fee	20.00 First 2 hours 10.00 per hour after 2 hours
NCLEX	400.00 per semester
Practical Nursing Exit Exam	50.00 per occurrence

2018-2019

TUITION:	
Hudson County Resident	\$ 142.00 per credit
Out of County	284.00 per credit
Out of State/Foreign Student	419.00 per credit
FEES:	
Registration Fee	\$ 25.00 per semester
General Service Fee	25.00 per credit
Student Activity Fee	4.75 per credit
Technology Fee	18.00 per credit
Late Registration	25.00 per occurrence
Culinary Fee	280.00 per course
Culinary Cutlery	240.00 per occurrence
Culinary Uniforms	130.00 – 150.00 per year
Tuxedo/Front of the House	
Uniforms	110.00 per year
OTHER FEES:	
Application for Admission	\$ 25.00 per occurrence
Application for Readmission	25.00 per occurrence
Foreign Student Processing*	250.00 Deposit
Radiography Student Processing*	500.00 Deposit
Registered Nursing New Student Processing*	100.00 Deposit
Registered Nursing Returning Student	
Processing*	200.00 Deposit
Graduation Fee	50.00 per occurrence
Deferred Payment Plan	25.00 per occurrence
Returned Check Fee	25.00 per occurrence
Official Transcript Fee	10.00 per occurrence
Culinary Insurance Fee	14.00 per semester (28.00 per year)
Replacement of ID Card	5.00 per occurrence
Lab Fees**	22.00 – 50.00 per course (vary according to class)
Add/Drop Fee	15.00 per occurrence
Work/Life Portfolio Assessment	
Assessment & Processing Fee	100.00 per occurrence
CLEP Exam Fee	20.00 per occurrence
Re-Test Fee	5.00 per occurrence
Test Export Fee	10.00 per occurrence
ATITEAS for Allied Health Test Fee (formerly HOBET)	58.00 per occurrence
Distance Learning Exam Fee	20.00 First 2 hours 10.00 per hour after 2 hours
Registered Nursing ATI Assessment & Testing Fee	250.00 for selected courses
Licensed	
<p>*Deposits are non-refundable and non-transferrable between terms.</p> <p>**Selected programs such as Nursing, Paramedic Science and Radiography programs have separate lab/fee schedules, some fees may be out-of-pocket. Students should contact the program coordinators, or refer to each program's website, for further information.</p>	

HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATION

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Tim Brown	Admissions Recruiter	3/30/2018

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

2. APPOINTMENT OF STAFF

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Adriana Calixto	Program Assistant, Academic Affairs	5/1/2018	\$40,000.00 (pro-rated)

Note: This is an approved position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Heather DeVries	Director of Curriculum	4/16/2018	\$70,000.00 (pro-rated)

Note: This is an approved position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Lotta Sanchez	Library Associate, Technology	4/11/2018	\$30,000.00 (pro-rated)

Note: This is an approved position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Natalia E. Vazquez-Bodkin	Head Tutor, North Hudson Campus	4/11/2018	\$40,000.00 (pro-rated)

Note: This is an approved position.

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

3. CHANGE OF TITLE FOR INCUMBENT EMPLOYEES

REPORTS/BACKGROUND

The proposed Staffing Authorization Table for Fiscal Year 2018 includes modification of job titles for the following incumbent employees.

CHANGE TITLE WITH INCUMBENTS

Name

Chastity Farrell	FROM:	Interim Assistant Director, Continuing Education and Workforce Development
	TO:	Assistant Director, Continuing Education and Workforce Development
Catherine Mirasol	FROM:	Interim Director, Continuing Education and Workforce Development
	TO:	Director, Continuing Education and Workforce Development

RECOMMENDATION: The President and the Personnel Committee recommend that the Board of Trustees approve the listed modification of job title effective April 10, 2018 above as Personnel Recommendation Item No.3.

4. APPOINTMENT OF ADDITIONAL NEW & CONTINUING PART-TIME HIRES: APRIL 10, 2018 – JUNE 30, 2018

NEW PART TIME HIRES

LAST NAME	FIRST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
AMER	NEVINE	FINANCIAL AID	OFFICE ASSISTANT	OFFAST-20052	S. MENDOZA
SALEH	SYLVIA	FINANCIAL AID	OFFICE ASSISTANT	OFFAST-20052	S. MENDOZA

CONTINUING PART TIME HIRES

LAST NAME	FIRST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
RIANO	LAURA	NO. HUDSON CAMPUS	OFFICE ASSISTANT	OFFAST-252030	YEURYS PUJOLS
MITTLEMAN	MARC	GRANTS	TUTOR	GRATUT-601021	P. BANDYOPADHYAY
MONTALVO	JOSE	COMMUNITY EDUCATION	PT INSTRUCTOR	PTINST-103005	C. MIRASOL
PHILLIPUK	CAROLINE	COMMUNITY EDUCATION	PT INSTRUCTOR	CACEINS-102010	C. MIRASOL
ROSENBERG	STUART	COMMUNITY EDUCATION	PT INSTRUCTOR	PTINST-102010	C. MIRASOL

WILSON	CYNTHIA	COMMUNITY EDUCATION	PT INSTRUCTOR	PTINST-102010	C. MIRASOL
BISHOP	ANDREW	ENGLISH & ESL DEPT	PT SCORER	SCORER-101040	E. NESIUS
BRODY	JACQUELINE	ENGLISH & ESL DEPT	PT SCORER	SCORER-101040	E. NESIUS
BUCKLEY	KATHRYN	ENGLISH & ESL DEPT	PT SCORER	SCORER-101040	E. NESIUS
CUMMINS	JOSEPH	ENGLISH & ESL DEPT	PT SCORER	SCORER-101040	E. NESIUS
EGAN	SEAN	ENGLISH & ESL DEPT	PT SCORER	SCORER-101040	E. NESIUS
KRESS	SALLY	ENGLISH & ESL DEPT	PT SCORER	SCORER-101040	E. NESIUS

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

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration and the Personnel Committee as outlined above in **Item VIII. Personnel Recommendations 1-4:** (1) Resignation (2) Appointment of Staff (3) Change of Title for Incumbent Employees (4) Appointment of Additional New and Continuing Part-Time Hires.

INTRODUCED BY: Joanne Kosakowski


SECONDED BY: Harold Stahl

DATE: April 10, 2018

Callahan, Kevin	<u>AYE</u>
Fahrenholz, Karen	<u>AYE</u>
Gardner, Pamela	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>ABSENT</u>
Sires, Adrienne	<u>ABSENT</u>
Stahl, Harold	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

7 Ayes..... 0 Nay

RESOLUTION ADOPTED

 4-10-18
Signature of Recorder Date

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

IX. ACADEMIC AND STUDENT AFFAIRS

1. PROPOSED NEW ACADEMIC PROGRAM OPTION (HOMELAND SECURITY) TO EXISTING DEGREE (A.S. CRIMINAL JUSTICE).

REPORT/BACKGROUND:

In early Fall 2016, a task force was formed as one of a number of collaborative efforts to develop strategies to reverse declining enrollment trends and support HCCC Strategic Plan 2016-2021 Initiatives. The group was tasked with exploring and analyzing economic trends and ever-changing market/community needs in the county and metropolitan areas. The information was used to assist in assessing and implementing new educational programs to best serve county residents. In line with these initiatives, HCCC proposes a new academic program option to an existing degree.

Proposed Homeland Security Option to existing AS Criminal Justice (61/62 Credits)

This proposed degree option (Attachment I) prepares students for transfer to baccalaureate programs in Homeland Security or related fields. The curriculum provides students with a solid foundation for planning, implementing, and managing security processes, procedures and operations for both public and private organizations. Graduates are prepared for employment in private and governmental sectors including border patrol, port security, customs and immigration, airport security and those dealing with domestic and international terrorism. In 2017, the Department of Homeland Security's official website reported that there were 240,000 employees in the Department. The Bureau of Labor Statistics cites continuing growth in this area with the need for Emergency Management Directors growing at 8%.

In alignment with the College's mission statement to provide high quality educational opportunities that promote student success, this program would not only help students with transfer to a 4-year institution but also with employment beyond degree-completion.

RECOMMENDATION:

The President, the Administration, and the Academic and Student Affairs Committee recommend that the Board of Trustees approve the implementation of the Proposed New Academic and Program Homeland Security Option to AS Criminal Justice degree (61/62 credits), effective Fall 2018 as outlined.

2. PROPOSED NEW CONSORTIUM FOR BUSINESS GROWTH AND DEVELOPMENT

A formation of a new Business Growth and Development Consortium.

REPORT AND BACKGROUND

Hudson County Community College has a long history of offering business and accounting courses, workshops, certificate, and degree programs through Continuing Education, Workforce Development, and credit-based learning. A new Consortium for Business Growth and Development is being formed to assist aspiring and current business owners throughout the County of Hudson by providing educational workshops, courses, and services that will assist them as they seek to open, or to expand, their business ventures. HCCC will become a founding member alongside The Hudson County Chamber of Commerce, the Hudson County Economic Development Corporation, the Hudson County Office of Business Opportunity, and New Jersey City University. The members are collaborating to achieve the following goals:

Goals

- *To leverage strengths and resources and promote business success through education. As a Consortium, we believe that our combined efforts will lead to a better allocation of organizational funding and staffing resources, more efficient and effective outreach and access to diverse and underserved business communities.*
- *Consortium founders will collaborate, support and encourage each other in the furtherance of our individual missions and achievement of our organizational goals.*
- *Continue to use feedback to refine and shape our programs and future Consortium initiatives.*
- *Support the Hudson County Office of Business Opportunity in their efforts to help businesses become eligible for certification and gain access to procurement opportunities at the County, State and federal levels and also in the private sector. The Consortium will partner with the Hudson County Office of Business Opportunity to develop educational programs for, identify, and refer small, women, minority and veteran owned businesses that are preparing to or already prepared to pursue contracting opportunities with the County of Hudson.*

RECOMMENDATION:

The President, the Administration, and the Academic and Student Affairs Committee recommend that the Board of Trustees approve the recommendation of the formation of a new Consortium for Business Growth and Development, and HCCC's membership therein.

3. PROPOSED AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND NORTH BERGEN BOARD OF EDUCATION FOR THE DELIVERY OF ACCOUNTING LEAP PROGRAM INSTRUCTION (PROJECT LEAP)

REPORT/BACKGROUND:

Hudson County Community College has a long history of offering credit-bearing college courses to students enrolled in Hudson County high schools. The Academic Affairs Division seeks to authorize the agreement below, which specifies the requirements and conditions for students from North Bergen High School to obtain articulated academic credit at Hudson County Community College (HCCC) for the specified LEAP dual-enrollment courses in Accounting. Courses will be completed on site at North Bergen High School. (Attachment 2).

RECOMMENDATION:

The President, the Administration, and the Academic and Student Affairs Committee recommend that the Board of Trustees approve the agreement Between Hudson County Community College and North Bergen Board of Education for the Delivery of Accounting Leap Program Instruction.

4. **PROPOSED AGREEMENT WITH FAIRLEIGH DICKINSON UNIVERSITY (FDU) IN PROVIDING TRAINING UNDER A NEW NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT GRANT.**

REPORT/BACKGROUND

FDU has received a career pathways grant from the New Jersey Department of Labor and Workforce Development to provide credential-focused education and training at a Talent Development Center for dislocated, disadvantaged, and incumbent workers leading to employment and career advancement; and FDU has requested that HCCC's Culinary Arts Institute participate as a subcontractor in this grant-funded program by providing Retail, Hospitality, and Tourism training to dislocated, disadvantaged, and currently employed workers at the Talent Development Center at Newark-Liberty International Airport. (Attachment 3). The individuals receiving this training will enroll and register as Hudson County Community College students and receive credit for coursework in Retail, Hospitality, and Tourism.

RECOMMENDATION:

The President, the Administration, and the Academic and Student Affairs Committee recommend the Board of Trustees of Hudson County Community College authorizes the College to enter into this subcontract with FDU for the purpose of providing Retail, Hospitality, and Tourism instruction through the Talent Development Center grant program known as: Building and Implementing Career Pathways

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration, and the Academic and Student Affairs Committee as outlined above in Item IX. **Academic and Student Affairs Recommendations 1-4:** 1) Homeland Security Option to AS Criminal Justice degree (61/62 credits), 2) Formation of a new Consortium for Business Growth and Development, 3) Agreement between Hudson County Community College and North Bergen Board of Education for the Delivery of Accounting Leap Program Instruction, 4) Subcontract with Fairleigh Dickinson University for the purpose of providing Retail, Hospitality and Tourism instruction through the Talent Development Center grant.

INTRODUCED BY: Karen Fahrenholz

SECONDED BY: Kevin Callahan

DATE: April 10, 2018

Callahan, Kevin	<u>AYE</u>
Fahrenholz, Karen	<u>AYE</u>
Gardner, Pamela	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>ABSENT</u>
Sires, Adrienne	<u>ABSENT</u>
Stahl, Harold	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

7 Ayes..... 0 Nay

RESOLUTION ADOPTED

Jennifer Oakley
Signature of Recorder

4-10-18
Date



PROGRAM ANNOUNCEMENT COVER PAGE

Date: March 28, 2018

Institution:	Hudson County Community College
New Program Title:	Associate in Science Criminal Justice– Homeland Security Option
Degree Designation:	Associate in Science
Programmatic Mission Level for Institution (see Appendix C in AIC Manual)	Associate
Degree Abbreviation:	
CIP Code and Nomenclature (if possible): <i>If outside the classification indicate Not Applicable.</i>	43.0301
Campus(s) where the program will be offered:	<i>Journal Square Campus 25 Journal Square Jersey City, NJ 07306</i> <i>North Hudson Campus 4800 Kennedy Blvd. Union City, NJ 07087</i>
Date when program will begin (month and year):	Fall 2018
List the institutions with which articulation agreements will be arranged:	New Jersey City University, Fairleigh Dickinson University Monmouth University

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

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

▪ If yes, list the accrediting organization:

Program Announcement Narrative

Objectives:	3
Evaluation and Learning Outcomes Assessment Plan:.....	4
Relationship of the Program to the Institutional Strategic Plan:.....	4
Need:	9
Student Enrollments:.....	11
Program Resources:	11
Degree Requirements (Curriculum Design and Course Descriptions)	12
Anticipated Cost for the Program	18



PROGRAM ANNOUNCEMENT

Associate in Science Criminal Justice option in Homeland Security

Program Announcement Narrative

I. Objectives:

Hudson County Community College proposes an Associate in Science in Criminal Justice option in Homeland Security. This new degree option in Homeland Security prepares students for transfer to baccalaureate programs in Homeland Security or related fields. The curriculum provides students with a solid foundation for planning, implementing, and managing security processes, procedures and operations for both public and private organizations. Graduates are prepared for employment in private and governmental sectors including border patrol, port security, customs and immigration, airport security and those dealing with domestic and international terrorism.

The A.S. Criminal Justice -Homeland Security degree option does not exceed the programmatic mission of the institution.

Catalog Program Description:

The Associate in Science in Criminal Justice option in Homeland Security prepares students for transfer to baccalaureate programs in Homeland Security or related fields. Graduates are also prepared to enter the workforce in private and governmental sectors including but not limited to border patrol, port security, customs and immigration, airport security and those dealing with domestic and international terrorism.

Program Goals:

The HCCC A.S. Criminal Justice-Homeland Security Option will:

- A. Prepare students to be able to transfer to four-year programs in criminal justice or related fields with an understanding of and specialization in the area of homeland security.
- B. Provide students with the skills necessary to enter the workforce in the many areas of homeland security and in the many agencies that deal with homeland security issues.
- C. Meet several of the goals of the Institutional Strategic Plan.

Program Learning Outcomes:

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

1. Apply the basic process of collection, analysis and dissemination of information necessary to address contemporary threats and vulnerabilities.
2. Demonstrate effective interpersonal communication.
3. Apply the principles of leadership theory and appropriate leadership roles in emergency management, civil security and public policy.
4. Evaluate contemporary security challenges facing the United States and other nations using critical thinking and decision making skills.
5. Analyze the basic ethical and legal issues impacting the ability of security professionals to operate effectively in both the public and private sectors.
6. Evaluate appropriate policy needs at the local, state and federal levels that reflect evolving strategic initiatives associated with homeland security including inter agency cooperation in sharing information.

II. Evaluation and Learning Outcomes Assessment Plan:

Program Learning Outcomes	Assessment of Program Learning Outcomes		Assessment Method
	Course	Student Learning Outcome	
1. Apply the basic process of collection, analysis and dissemination of information necessary to address contemporary threats and vulnerabilities.	Introduction to Homeland Security	Examine methods utilized in the field of security to counter and combat global threats and vulnerabilities	Analysis of strategic plans of federal/local law enforcement agencies.
	Fundamentals of Emergency Management	Determine the social, political, and economic implications of a disaster	Simulation of an attack of a domestic terrorist
	Introduction to Intelligence Function	Assess the United States National Intelligence Strategy and its impact on the actions of agencies at all levels of government.	Discussion Forum
	Interviewing & Interrogation	Critique Interrogation from the history of Interrogation to present day ideas of Intelligence Interrogation.	Essay

	Domestic and International Terrorism	Assess the comprehensive interconnection between the motivation of terrorist groups and geopolitical and religious and economic interests in various regions	Analysis paper
	Criminology	Critically discuss and analyze the key theories of crime and place them into a modern societal context of place, class, power, religion	Analysis Paper
2. Demonstrate effective interpersonal communication.	Domestic and International Terrorism	Explain how the Intelligence establishment and the official agencies interact with the public and private entities in cases of national emergency	Case Study
	Introduction to Intelligence Function	Articulate the difference between intelligence and information. Describe how actionable intelligence is created.	Intelligence Briefing Assignment
	Criminology	Discuss the key theories of crime in their historical context, incorporating the contributions of biology, sociology, psychology, and related social, economic, and political philosophies.	Discussion questions
3. Apply the principles of leadership theory and appropriate leadership roles in emergency management, civil security and public policy.	Introduction to Homeland Security	Analyze leadership models and their effectiveness Classify the functions, roles, and skill set necessary of leaders and agencies necessary to combat terrorism.	Leader profile & analysis assignment Exam Question
	Fundamentals of Emergency Management	Explain how local, state, and federal agencies serve different interactive roles and responsibilities. Describe the functions and cycle of emergency management	Field Operations Simulation Organizational command structure assignment

	Introduction to Intelligence Function	Evaluate Intelligence-led policing as a mechanism for greater cooperation between law enforcement, national security and the community.	Embedded Exam Question.
4. Evaluate contemporary security challenges facing the United States and other nations using critical thinking and decision making skills.	Introduction to Homeland Security	Describe the legal and ethical issues in intelligence and security practices both on the national and international level.	Exam Question
	Introduction to Intelligence Function	Understanding of the PATRIOT Act and its implication on privacy for U.S. citizen	Exam question
	Interviewing & Interrogation	Explain the legal responsibilities of the Intelligence Interrogator and how politics, media, and public interest influence and regulate Intelligence Interrogation.	Pro/Con Essay
	Criminology	Explain the relationship of research and theory in criminology.	Literature review of recent scholarship on theory in Criminology
	Fundamentals of Emergency Management	Determine the social, political, and economic implications of emergencies.	Emergency Management Simulation
5. Analyze the basic ethical and legal issues impacting the ability of security professionals to operate effectively in both the public and private sectors.	Introduction to Intelligence Function	Analyze legal, ethical, and moral issues related to intelligence gathering.	Reaction Paper
	Interviewing & Interrogation	Evaluate issues problematic to Intelligence Interrogation, such as influences to information dissemination.	Exam Question:
	Criminology	Understand the Western concept of deviance in relation to other cultures in a larger societal context.	Discussion Question

	Introduction to Homeland Security	Examine fundamental information security threats and defense strategies on a national and global level.	Exam Question
6. Evaluate appropriate policy needs at the local, state and federal levels that reflect evolving strategic initiatives associated with homeland security including inter agency cooperation in sharing information.	Fundamentals of Emergency Management	Explain how local, state and federal governments interact in response to emergencies.	Policy analysis paper
	Introduction to Intelligence Function	Assess the United States National Intelligence Strategy and its impact on the actions of agencies at all levels of government	Discussion Forum

The program will perform on an annual basis an evaluation on the effectiveness in achieving the instructional goals and competencies. Potential program outcome metrics will include:

- a. Ninety percent (90%) of the students who complete the program will be satisfied with the curriculum based on student satisfaction surveys.
- b. Seventy-five percent (75%) of the graduates who apply will be accepted at a four-year Baccalaureate Program in a related discipline.
- c. Eighty percent (80%) of employed students will receive satisfactory evaluations from supervisors.

Potential Assessment Tool	Target Audience	Purpose	Timetable
1. Employer Survey	1. Employers/Agencies	1.Ensure incorporation of skillset	1. Three months after student is employed
2. Retention/Enrollment	2. Program/Students	2. Program Assessment	2. End of 1 st Cohort, then every Spring
3. Graduation Survey	3. Students	3. Analyze graduate feedback for program improvement	3. Annually
4. Admission into Bachelor Degree Program	4. Students	4. Support continual higher educational learning	4. Annually

III. Relationship of the Program to the Institutional Strategic Plan:

Goal	Strategy	Homeland Security Program
1.1	Review academic programs and develop new credit and non-credit programs and classes to meet career and workforce needs, the demands of the new economy, and changing demographics.	This program will fulfill a need for more homeland security job opportunities due to the increase in terrorism in the United States and internationally.
5.4	Expand revenues through enrollment increases, private giving, grants, the development of profit centers, and county, state and federal support.	There is an increased interest in homeland security in the community and with high school students which will aid in increased enrollment and revenue.
5.9	Develop and implement an aggressive enrollment plan, reviewed and revised annually, that will optimize enrollment growth in the numbers of both in-person and online students, and that addresses how the College can best capitalize on Hudson County regions experiencing population growth, such as Journal Square, Kearny, Harrison and the Waterfront.	As the demographic changes at Journal Square and with the acquisition of the Police Academy at the new Secaucus location, the Homeland Security option will meet the growing demand of professional students in the Criminal Justice field.

6.1	Promote community involvement through a variety of opportunities, such as academic experiences, performances, art exhibitions, speakers, civic engagement, and volunteer initiatives.	The Homeland Security option will increase the connections of the different departments and agencies which deal with homeland security, thereby affording students more internship possibilities. These connections can also be used to increase community involvement through speaking engagements at the college.
6.2	Strengthen workforce development programs through partnerships with local businesses and the Hudson County Workforce Investment Board (WIB).	This program supports the development of career development of professionals in the field.
6.4	Increase student recruitment efforts, emphasizing traditionally underserved students as well as non-traditional populations who can benefit from an HCCC education.	The interest in homeland security has increased due to terrorism in the world, especially for Hudson County residents. The interest in this program can entice all Hudson County populations to earn a degree from HCCC to further their opportunities to enter the work force or continue their education at a four-year institution. It will attract students who already have a foundation in Law Enforcement and are interested in further specialization.

IV. Need:

Justification:

The threats to domestic and international security are constantly growing and changing. These include terrorist attacks, natural and man-made disasters, and criminal acts. Homeland Security is essential in protecting the United States from domestic and international terrorism. Many different aspects of Homeland Security are involved in creating a safe environment for the United States including emergency management, the intelligence function, understanding domestic and international terrorism and an understanding of constitutional liberties and rights, to name a few. The Federal, State, and Local Government organizations are all necessary in the prevention of terrorism, in protecting the public from the effects of terrorism, and in dealing with the aftermath of terrorist attacks as well as other disasters.

Homeland Security is of the utmost importance in New Jersey due to its proximity to New York City. In fact, Governor Christie allocated grant money to “The Jersey City/Newark Urban Areas Security Initiative (UASI) Region”, which includes the cities of Jersey City and Newark, as well as the counties of Bergen, Essex, Hudson, Middlesex, Morris, Passaic, and Union. These municipalities and counties receive some of the highest funding levels in the country. The UASI program provides funding to address the unique multi-discipline planning, operations, equipment, and training and exercise needs of high-threat, high-density urban areas and to assist in building and sustaining capabilities related to terrorism prevention, protection, mitigation, response, and recovery. The

mission of the Jersey City/Newark UASI is to ensure the sustainment and enhancement of counterterrorism capabilities and planning for and responding to catastrophic events.

This alone provides tremendous opportunities for Hudson County students who wish to stay close to home. There is job growth in the field of Homeland Security. In 2003, the Bureau of Labor Statistics reported that there were 183,000 employees in the Department of Homeland Security. In 2016 the number of employees rose to 240,000. Job opportunities in Homeland Security include Citizenship and Immigration Services, Customs and Border Protection, Federal Emergency Management, ICE, Transportation and Security Administration as well as many others.

The Associate of Science Criminal Justice Degree - Homeland Security Option provides the basic skills necessary to prepare for a career in the many areas and aspects of law enforcement, national security and private security. The Homeland Security program provides a solid foundation for planning, implementing, and managing security processes, procedures and operations for both public and private organizations.

Similar Programs:

This program was originally created as part of a Title V Grant in collaboration with Middlesex County College and also New Jersey City University.

Some community colleges in New Jersey currently have programs in Homeland Security as well as Certificates of Achievement which include:

1. Bergen Community College: Certificate of Achievement in Homeland Security and Emergency Management.
2. Brookdale Community College: A.S. Homeland Security and Emergency Management
3. Cumberland County Community College: A.S. Justice Studies: Homeland Security
4. Ocean County College: A.S. Homeland Security
5. Passaic County Community College: A.S. Homeland Security and Certificate in Homeland Security
6. Raritan Valley Community College: Certificate of Achievement in Homeland Security
7. Union County College: Certificate in Homeland Security
8. Middlesex County College: A.S. Homeland Security

The following four-year institutions in New Jersey have a B.S. Degree or Certificates in Homeland Security:

1. Monmouth University: B.S. Homeland Security
2. New Jersey City University: B.S in National Securities
3. Fairleigh Dickenson Metropolitan Campus: Certificate in Homeland Security Studies

V. Student Enrollments:

Enrollment will be open to any student who wishes to pursue a degree in Homeland Security. Students must meet all the necessary admission requirements of the college to be eligible for the program. A strong effort will be made to pursue current members of the law enforcement community, members of the military (Active or Retired), recent high school graduates, transfer students, and current high school seniors looking to pursue a college degree in Homeland Security upon graduation.

Projected Enrollment: 20% increase in student enrollment two years after Homeland Security option implementation.

VI. Program Resources:

Experienced Full-Time Criminal Justice Faculty, Temporary Full-Time Faculty, and Adjunct Faculty involved in Criminal Justice and Homeland Security. Students will be given access to all available technology as well as any other relevant sources that can be used for research in the Homeland Security area.

VII. Degree Requirements

Curriculum Design

Degree Program: Associate in Science Criminal Justice - Homeland Security Option

College Requirement

CSS 100 College Student Success 1
Total College Requirement Credits: 1 credit

General Education Requirements

Course #	Course Title	Credits
CSC 100	Introduction to Computers	3
ENG 101	College Composition I	3
ENG 102	College Composition II	3
ENG 112	Speech	3
HIS 105	U.S. History I	3
HIS 106	U.S. History II	3
PSC 102	American Government	3
MAT 114	Introduction to Statistics & Probability	3
*****	Diversity Elective	3
*****	Science Elective	3/4

Total General Education Credits Required: 30-31 Credits

Major (Specialized) Requirement

Course #	Course Title	Credits
HMD 111	Introduction to Homeland Security/OR	
CRJ 111	Introduction to Criminal Justice	3
CRJ 221	The Police Role in the Community	3
CRJ 214	Corrections	3
CRJ 215	The Juvenile Justice System	3
SOC 240	Criminology	3
CRJ 230	Ethics & Justice	3
SOC 101	Principles of Sociology	3
••• •••	Program Restricted Electives**	9

Total Major Specialized Credits Required: 30 Credits

Total Credits Required for Degree: 61/62 Credits

****Program Restricted Electives (students choose three electives from the following list)**

HMD 1XX	Fundamentals of Emergency Management (3 credits)
HMD 112	Introduction to Intelligence Function (3 credits)
HMD 221	Domestic and International Terrorism (3 credits)
HMD 222	Interviewing/Interrogation (3 credits)
CRJ 290	Externship in Criminal Justice (3 credits)

Table 1: Curriculum Comparison between A.S. Base Program and Proposed Degree Option

	<u>Base Program: AS Criminal Justice Degree</u>			<u>Proposed Option: AS Criminal Justice Degree-Homeland Security Option</u>		Differs from Base Program
CSS 100	College Student Success	1	CSS 100	College Student Success	1	
	General Education Requirements			General Education Requirements		
CSC 100	Introduction To Computers	3	CSC 100	Introduction to Computers	3	
ENG 101	College Composition I	3	ENG 101	College Composition I	3	
ENG 102	College Composition II	3	ENG 102	College Composition II	3	
ENG 112	Speech	3	ENG 112	Speech	3	
HIS 105	U.S. History I	3	HIS 105	U.S. History I	3	
HIS 106	U.S. History II	3	HIS 106	U.S. History II	3	
PSC 102	American Government	3	PSC 102	American Government	3	
***	Diversity Elective	3	***	Diversity Elective	3	
***	Math Elective	3	MAT 114	Introduction to Statistics & Probability	3	X
***	Science Elective and Lab	3/4	***	Science Elective and Lab	3/4	
	Credits	30/31		Credits	30/31	
	Major Requirements			Major Requirements		
	Required Courses in the Major			Required Courses in the Major		
CRJ 111	Introduction to Criminal Justice	3	CRJ 111 OR HMD 111	Introduction to Criminal Justice OR Introduction to Homeland Security	3	X
CRJ 221	The Police Role in the Community	3	CRJ 221	The Police Role in the Community	3	
CRJ 214	Corrections	3	CRJ 214	Corrections	3	
CRJ 215	The Juvenile Justice System	3	CRJ 215	The Juvenile Justice System	3	
SOC 240	Criminology	3	SOC 240	Criminology	3	
CRJ 230	Ethics & Justice	3	CRJ 230	Ethics & Justice	3	
SOC 101	Principles of Sociology	3	SOC 101	Principles of Sociology	3	
	Credits	21		Credits	21	

	Restricted Program Electives Choose 3 Electives (9 Credits)			Restricted Program Electives for Homeland Security Option Choose 3 Electives (9 Credits)		X
CRJ 120	Introduction to Criminal Law	3	HMD 1XX	Fundamentals of Emergency Management	3	X
CRJ 200	Constitutional Liberties and Rights	3	HMD 112	Introduction to Intelligence Function	3	X
CRJ 220	General Police Administration and Organization	3	HMD 221	Domestic and International Terrorism	3	X
CRJ 222	Criminal Investigation	3	HMD 222	Interviewing and Interrogation	3	X
CRJ 224	Community Based Corrections	3			3	
CRJ 290	Externship in Criminal Justice	3	CRJ 290	Externship in Criminal Justice		
	Credits	9		Credits	9	
	Total Course Credits Required	61/62		Total Course Credits Required	61/62	Total number of credits difference between base program and proposed option: 18 credits

Suggested Course Sequence by Semester:

First Semester

HMD 111 Introduction to Homeland Security **OR**
 CRJ 111 Introduction to Criminal Justice 3
 SOC 101 Principles of Sociology 3
 ENG 101 College Composition I 3
 CSC 100 Introduction to Computers 3
 HIS 105 U.S. History I 3
 CSS 100 College Student Success 1

Second Semester

CRJ 214 Corrections 3
 CRJ 215 Juvenile Justice 3
 HIS 106 U.S. History II 3
 ENG 102 College Composition II 3
MAT 114 Intro. Statistics & Probability 3

Third Semester

CRJ 221 Policeman's Role in the Community 3
 SOC 240 Criminology 3
 ENG 112 Speech 3
*****HMD Elective** 3
*****Science Elective** 3/4

Fourth Semester

CRJ 230 Ethics and Justice 3
 PSC 102 American Government 3
*****Diversity Elective** 3
*****HMD Elective** 3
*****HMD Elective** 3

Course Descriptions for Major Required Courses

CRJ 111: Introduction to Criminal Justice (3cr.)

This is an introductory course on the nature of the criminal justice system. The history, development, and current functioning of the system are examined. Emphasis is on the inter-relationship of various elements within the system including the police, the prosecutor, the defense, the courts, corrections, probation, and parole officers.

CRJ 214: Corrections (3cr.)

Various correctional settings and approaches are examined. Topics also include punishment, probation, the prison community, and parole. Also studied is the role of community resources in treating the non-institutionalized offender, e.g., through halfway houses, alternative programs, and work and study release.

CRJ 215: The Juvenile Justice System (3cr.)

An introduction to the American juvenile justice system. The course provides an overview of the history of juvenile justice and a theoretical basis of interpreting the meaning and frequency of delinquent behavior and status offenses. Students will explore the various causes of delinquency, including psychological and sociological theories, the relationship between gangs, drugs, and delinquency, and the modes of interaction between law enforcement and juveniles. Students will also examine juvenile court procedures, due process rights of juveniles, alternative dispositions of offenders, including community intervention and residential/institutional confinement, and the future of juvenile justice. Pre-requisite: ENG 101.

CRJ 221: The Police Role in the Community (3cr.)

This course focuses on the nature and responsibilities of the police officer's role. Topics include the following: police work as a profession, image of the police, tensions, conflicts, and the cooperation between the police and the community.

CRJ 230: Ethics & Justice (3 cr.)

This course explores a wide range of ethical issues and moral dilemmas confronting practitioners in the field of criminal justice. The student is exposed to the traditional and competing theories of ethics in general; and, using case studies, applies these approaches to contemporary issues and problems confronting persons engaged or practicing in law enforcement, the courts, corrections, and criminal justice policy-making. Pre-requisites: ENG 101 and CRJ 111

*HMD 111: Introduction to Homeland Security (3cr.) * Accepted by NJCU for Intro to Security

Students develop a basic understanding of the contemporary threats and challenges of maintaining the safety and security of the citizens, critical infrastructure, and interests of the United States. An understanding of the balance between the identification of threats and vulnerabilities. Individual rights in a democratic society are considered. ****Students can choose between CRJ 111 OR HMD 111 to fulfill the required criminal justice course for the homeland security option.

*HMD 1XX: Fundamentals of Emergency Management (3 cr.)

This course introduces students to the concepts of identification, mitigation, preparedness, response, and recovery when dealing with various civil crises. Incident preparation and interagency cooperation will be a primary focus of this course.

*HMD 112: Introduction to Intelligence Function (3 cr.)

This course provides an overview of the intelligence process in the context of interagency sharing, production of intelligence and the complexities of constitutional limitation in a free and civil society.

*HMD 221: Domestic and International Terrorism (3 cr.)

This course examines the history of terrorism to better understand, prevent and respond to potential terrorist activity. A specific focus will be the motivation, means and support mechanisms by which terrorist groups and/or individuals act.

***HMD 222: Interviewing/Interrogation (3 cr.)**

Students develop a basic understanding of the skills necessary to obtain quality information from individuals. There will be a focus on balancing the techniques utilized to gather information with individual's rights.

SOC 101: Principles of Sociology (3cr.)

This course is an introduction to the major concepts, theories, methods, and findings in the field of sociology. It deals with the structure and functioning of society, major social institutions, and such social processes as conflict and change.

SOC 240: Criminology (3cr.)

This course covers historical and contemporary as well as philosophical and scientific approaches to the study of criminal behavior. It also examines the causes, the meaning, and consequences of deviant and criminal behavior. Medical, psychological, political, economic, legal, and sociological dimensions will be explored. Crime statistics are also examined, and the role of the criminal justice system will be addressed. Pre-requisite: ENG 101

**New course specific to proposed option in Homeland Security*

<i>HCCC Curriculum Design</i>	<i>NJCU</i>	<i>Monmouth</i>	<i>FDU</i>
<i>HCCC REQUIRED COURSE (1 CR)</i>			
College Survival Skills (CSS 100)	N/A	N/A	N/A
<i>General Education Requirements (30-31CR)</i>			
<i>COMMUNICATIONS (6 CR)</i>			
College Composition I (ENG 101)	X	X	X
College Composition II (ENG 102)	X	X	X
<i>MATH & SCIENCE Elective (6/7 CR)</i>			
Introduction to Statistics and Probability (MAT 114)	X	X	X
Lab/Science Elective	X	X	X
		X	X
<i>SOCIAL SCIENCE (9 CR)</i>			
HIS 105 U.S. History I	X	X	X
HIS 106 U.S. History II	X		
PSC 102 American Government	X		
Social Science/Humanities			
<i>UNASSIGNED/FREE (6CR)</i>			
Speech (ENG 112)	X	X	X
Diversity Elective	X	X	X
<i>MAJOR REQUIREMENTS (30 CR)</i>			
<i>Restricted Program Electives (9CR)</i>			
HMD 1XX Fundamentals of Emergency Management	X	X	X
HMD 112 Introduction to Intelligence Function	X		X
HMD 221 Domestic and International Terrorism	X	X	X
HMD 222 Interviewing and Interrogation	X		X
<i>Specialized Requirements (21 CR)</i>			
CRJ 111 Introduction to Criminal Justice OR HMD 111 Introduction to Homeland Security	X	X	X
CRJ 215 Juvenile Justice	X	X	X
CRJ 230 Ethics and Justice	X	X	X
CRJ 214 Corrections	X	X	X
CRJ 221 Policeman's Role in the Community	X	X	X
SOC 240 Criminology	X	X	X
SOC 101 Principles of Sociology	X	X	X

VIII. Anticipated Cost for the Program

I. Initial One-time Cost for Starting the Program

Facilities & Equipment Setup	\$
Consultation Fee ¹	\$
Expected cost for preparation for Licensure Exam ²	\$
Other	\$
TOTAL Initial One-time cost	\$ 10,140

¹ Include environment/economic scanning, initial advisory committee compensation, etc.

² Should consider factoring the cost into the program admission and/or graduation fees

II. On- Going Annual Operational Cost for the Program

☐ Instruction

Faculty salaries

FT \$

Adjunct \$

TOTAL Instruction \$ 44,216

☐ Instruction Support Personnel

Program Coordinator \$

(If Needed)

Tutoring – *Program specific* \$

Lab assistance \$

Program Advisement \$

Clerical \$

TOTAL Inst. Support Personnel \$ 0

☐ Additional library materials \$ 500

☐ Contractual Services

Accreditation fees \$

Consultants \$

Travel \$

Licensure agreements \$

TOTAL Contractual Services \$ 0.

HUDSON COUNTY COMMUNITY COLLEGE

PROPOSAL FOR NEW PROGRAM/OPTION TO THE EXISTING PROGRAM

Proposed Program Title: Associate in Science in Criminal Justice – Homeland Security Option

Degree: AA X AS AFA AAS Academic Certificate Proficiency Certificate

Total Course Credits Required: 61/2

Proposed Date of Implementation: Fall 2018

Signature of Division Dean/Director Submitting Proposal:

_____ Date: _____

Review for General Education Requirements

Approved: _____ **Denied: _____

Signature: _____ Date: _____
Committee Chair

Review for course number designations and sequence by Registrar

Approved: _____ Not Applicable _____

Signature: _____ Date: _____

Recommendation of Curriculum & Instruction Committee

Approved: _____ **Denied: _____

Signature: _____ Date: _____
Committee Chair

Recommendation of Senior Vice President for Academic Affairs

Approved: _____ **Denied: _____

Signature: _____ Date: _____

President's Action:

Approved: _____ **Denied: _____

Signature: _____ Date: _____

Board of Trustees Approval: _____ Notification: _____ Date: _____

** Proposal denied and returned for further action:

**MEMORANDUM OF UNDERSTANDING
BETWEEN VARIOUS HUDSON COUNTY ORGANIZATIONS TO CREATE
THE HUDSON COUNTY
CONSORTIUM FOR BUSINESS GROWTH AND DEVELOPMENT**

This Memorandum of Understanding is entered into this ____ day of _____, 2018 by and between the County of Hudson and various Hudson County Entities to create “The Hudson County Consortium for Business Growth and Development.”

WHEREAS, the County of Hudson (“County”) having offices at 567 Pavonia Avenue, Jersey City, New Jersey, 07306 is a body corporate and politic under the authority of N.J.S.A. 40:41a-31, et. seq.; and

WHEREAS, the County is seeking Consortium Founders/Partners to create business growth and development in Hudson County through the design, plan and execution of educational programs which will better serve entrepreneurs, start-up businesses, early stage and mature businesses; and

WHEREAS, the Consortium founders consist of the following organizations:

- Hudson County Chamber of Commerce
150 Hudson Street, Suite 100
Jersey City, New Jersey 07311
- Hudson County Community College
161 Newkirk Street, 5th Floor
Jersey City, New Jersey 07306
- Hudson County Economic Development Corporation
830 Bergen Avenue, Floor 7A
Jersey City, New Jersey 07306
- Hudson County
*(for Hudson County Office of Business Opportunity
an office serving Businesses on behalf of the County of Hudson)*
County Plaza
257 Cornelison Avenue, Suite 2106
Jersey City, New Jersey 07302
- NJ Small Business Development Center at New Jersey City University
285 West Side Avenue, Suite 199
Jersey City, New Jersey 07305; and

WHEREAS, additional member organizations may be invited to join the Consortium upon the recommendation of a founding member. The eligibility requirement for any new member is a county wide mission, programs and services, and a demonstrated ability to contribute, including but not limited to financial and/or in-kind support of any programming sponsored by the Consortium. From time to time, the Consortium may wish to engage municipal partners in specific Consortium sponsored events; and

WHEREAS, the term of this Memorandum of Understanding shall run from February 1, 2018 to January 31, 2019; and

WHEREAS, the Goals, Membership, Branding, Programs, Support and Additional Agreements are set forth below:

Goals

To leverage strengths and resources and promote business success through education. As a Consortium, we believe that our combined efforts will lead to a better allocation of organizational funding and staffing resources, more efficient and effective outreach and access to diverse and underserved business communities.

Consortium founders will collaborate, support and encourage each other in the furtherance of our individual missions and achievement of our organizational goals.

Continue to use feedback to refine and shape our programs and future Consortium initiatives.

Support the Hudson County Office of Business Opportunity in their efforts to help businesses become eligible for certification and gain access to procurement opportunities at the County, State and federal levels and also in the private sector. The Consortium will partner with the Hudson County Office of Business Opportunity to develop educational programs for and identify and refer small, women, minority and veteran owned businesses that are preparing to or already prepared to pursue contracting opportunities with the County of Hudson.

Membership

It is within the mission and scope of each founding member to provide programs and services in all twelve (12) Hudson municipalities.

The founding members of the Consortium include: Hudson County Community College, Hudson County Chamber of Commerce, NJ Small Business Development Center at New Jersey City University, the Hudson County Office of Business Opportunity and the Hudson County Economic Development Corporation.

Branding

Members will determine and agree to a unique Consortium branding approach to distinguish consortium programming from individual founding member programming and branding. While individual marketing is expected, it must be undertaken in a manner that does not confuse the business market. This will be discussed and agreed to in planning each program agreed to by the members.

Programs

The founding members will collaboratively, plan, design and execute programming.

Support

Planning and design will include the development of a program budget, sources and uses of funds. Each member is required to support programs, within the limits of their organization and available resources. If a program is not fully supported, including a commitment of funding, the program will not carry the consortium branding.

Support includes but is not limited to:

1. Commitments to fundraising for a program.
2. Direct funding budget line item component(s) by an individual founding member.
3. In kind services, including but not limited to staff, location, food and beverage, copying, supplies, email marketing, business database, website and social media postings and Eventbrite/registration.
4. Offers of professional services, including but not limited to social media, design and general communications.
5. Access to founding member programs and funding sources for any additional programs.

Additional Agreements

1. Unless agreed to otherwise, the founding members will operate as a body in making decisions, administering and coordinating programs to ensure the ongoing strategic intent of the collaborative, including but not limited to convene meetings, memorialize agreements and discussions and general administrative support of the consortium.
2. Members of the Consortium may elect to have an agreed upon designee attend Consortium meetings; no delegation of attendance unless specifically discussed and agreed to.
3. Members of the Consortium will each receive registration databases at the conclusion of any program or event

The Hudson County Consortium for Business Growth and Development Memorandum of Understanding is a framework for a working collaboration among the partner organizations, designed to improve and deliver educational programs to the Hudson County business community. By signing this MOU, each member of the Consortium acknowledges agreement with the terms and conditions set forth in this MOU. This MOU does not obligate or commit the organization represented by the consortium member, financially or otherwise. Each Consortium member will follow the processes, procedures and protocols of their organization and obtain the appropriate authorization with respect to the commitment of resources.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. The County of Hudson is entering into this Memorandum of Understanding with the above named Consortium founders to create business growth and development in Hudson County through the design, plan and execution of educational programs which will better serve entrepreneurs, start-up businesses, early stage and mature businesses.
2. The Memorandum of Understanding shall become binding upon the parties signing by the appropriate officials of above named organizations and the County of Hudson.
3. Any party may cancel their participation in this Memorandum of Understanding upon thirty (30) days written notice to the other parties.
4. This Memorandum of Understanding and the proposal of the above named Consortium founders constitute the entire Agreement between the County of Hudson and the above named organizations. No Agreement hereafter made between the parties shall be binding upon either party unless reduced to writing and signed by an authorized officer of the party seeking to be bound thereby.
5. The term of this MOU shall run from February 1, 2018 through January 31, 2019.
6. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or by certified mail:

TO: County of Hudson
Office of the County Administrator
567 Pavonia Avenue
Jersey City, New Jersey 07306

Hudson County Chamber of Commerce
150 Hudson Street, Suite 100
Jersey City, New Jersey 07311

Hudson County Community College, Center for Business and Industry
161 Newkirk Street, 5th Floor
Jersey City, New Jersey 07306

Hudson County Economic Development Corporation
830 Bergen Avenue, Floor 7A
Jersey City, New Jersey 07306

Hudson County
*(for Hudson County Office of Business Opportunity
an office serving Businesses on behalf of the County of Hudson)*
County Plaza
257 Cornelison Avenue, Suite 2106
Jersey City, New Jersey 07302

NJ Small Business Development Center at New Jersey City University
285 West Side Avenue, Suite 199
Jersey City, New Jersey 07305

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized officers.

COUNTY OF HUDSON:

BY: _____
ABRAHAM ANTUN
HUDSON COUNTY ADMINISTRATOR

ATTEST:

BY: _____
ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

HUDSON COUNTY CHAMBER OF COMMERCE

Print Name/Title: Maria Nieves, President & CEO

Sign/Date _____

WITNESS:

BY: _____

HUDSON COUNTY COMMUNITY COLLEGE

Print Name/Title: Dr. Eric M. Friedman, Senior Vice President of Academic Affairs

Sign/Date _____

WITNESS:

BY: _____

HUDSON COUNTY ECONOMIC DEVELOPMENT CORPORATION

Print Name/Title: Michelle Richardson, Executive Director

Sign/Date _____

WITNESS:

BY: _____

**NJ SMALL BUSINESS DEVELOPMENT CENTER AT NEW JERSEY CITY
UNIVERSITY**

Print Name/Title: Gail A. Marquis, Regional Director

Sign/Date _____

WITNESS:

BY: _____



 HUDSON COUNTY CHAMBER OF COMMERCE



HUDSON COUNTY
OFFICE OF BUSINESS
OPPORTUNITY

HUDSON COUNTY CONSORTIUM

FOR BUSINESS GROWTH & DEVELOPMENT



HCEDC

Hudson County Economic Development Corporation

OFFICE OF ACADEMIC AFFAIRS**Project LEAP (Learning Enables All Possibilities)****HUDSON
COUNTY
COMMUNITY
COLLEGE**

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
NORTH BERGEN BOARD OF EDUCATION
FOR
THE DELIVERY OF ACCOUNTING LEAP PROGRAM
INSTRUCTION (PROJECT LEAP)**

Hudson County Community College (HCCC) agrees to offer instruction in selected Accounting courses through the LEAP Program at North Bergen Board of Education (NBBOE) from North Bergen High School. Qualified high school faculty (see Criteria and Commitment) will teach HCCC classes on the high school campus during the 2018-2021 academic years.

Criteria and Commitment

Student participation is contingent upon the students completing a general admission application and a special program application; completing all high school graduation requirements with the exception of English and Physical Education; and gaining approval of their guidance counselor and parent(s).

Upon registration, students will be issued an HCCC ID and have access to support services and facilities at HCCC. For the 2018-2019 academic year, sophomores will enroll in Principles of Accounting I course and receive four (4) college level credits upon successful completion of the course. For the 2019-2020 academic year, juniors will enroll in Principles of Accounting II course and receive four (4) college level credits. During the 2020-2021 academic year, seniors will enroll in Computerized Accounting course and receive three (3) college level credits. Students in the Accounting LEAP Program will receive high school credit with successful completion and have the option of transferring college level credits within the program. (Please see Appendix A: Curriculum and Timeline)

Course instructors are required to have Master's degrees in the subject areas or closely related disciplines. Each instructor will work with a HCCC Academic Coordinator, who will provide oversight for the course. Faculty transcripts are required to be on file at HCCC. Faculty must follow the HCCC curricula, utilize required texts, maintain required instructional hours (i.e., 750 minutes per credit), administer HCCC exams, and submit grades and attendance reports to HCCC on specified dates. Class observation(s) will be conducted by the appropriate HCCC Coordinator.

Upon signing the Student Agreement form, students who have met the prerequisites, and that have also been mutually agreed upon by the administration at HCCC and NBBOE will be registered for classes according to Appendix A: Curriculum and Timeline in the Accounting LEAP Program in which they have met the prerequisites, and that have also been mutually agreed upon by the administration at HCCC and NBBOE. During the duration and completion of the program, HCCC and NBBOE are authorized to exchange pertinent student information without additional release from the student.

Timeline

Both parties agree to established registration, payment, withdrawal, and calendar deadlines established in Appendix A: Curriculum and Timeline.

Fiscal Considerations

The cost for this program will be determined on a yearly basis. For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, students will pay HCCC a tuition of 25% of the regular college tuition price per credit for each course. Therefore, the LEAP rate for the 2018-2019 academic year is \$35.50 per credit. For example, the cost of a four-credit course will be \$142.00 (\$35.50 x 4 credits). Billing will be sent to the students enrolled in the college courses.

Terms of Contract

This Agreement shall commence September 1, 2018. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment.

SIGNED:

Senior Vice President of Academic Affairs
Hudson County Community College

Date

Superintendent or Designee
North Bergen Board of Education

Date

**ARTICULATION AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE AND
THE NORTH BERGEN BOARD OF EDUCATION
FOR DUAL CREDIT/TECH Prep 2+2 PROGRAMMING
FOR ACADEMIC YEARS 2018 -2021**



This agreement specifies the requirements and conditions for students from North Bergen High School to obtain articulated academic credit at Hudson County Community College (HCCC) for the LEAP courses completed on site at North Bergen High School.

The requirements are as follows:

1. The high school must maintain status as a “certified” program in the LEAP Program.
2. Students’ participation is contingent upon (1) completion of a LEAP admission application; (2) completion of all high school graduation requirements with the exception of English and Physical Education; and (3) approval of their guidance counselor and parent(s). With the completion of the program application, HCCC and NBBOE are authorized to exchange pertinent student information without additional release from the students. Student will be accepted into Hudson County Community College’s Accounting LEAP Program.
3. Students must successfully complete ACC 121 – Principles of Accounting I, ACC 221 – Principles of Accounting II, and ACC 211 – Computerized Accounting. The instruction for students will be performed by a high school faculty member having met the required qualifications required by HCCC on the high school campus during the 2018 – 2021 academic years.
4. At the end of the semester, students who successfully complete the college level courses will receive high school credit and 11 college credits (ACC 121- Principles of Accounting I – 4 credits, ACC 221 – Principles of Accounting II – 4 credits, and ACC – 211 – Computerized Accounting – 3 credits).

Annual review of the articulation agreement will be performed in June. Any changes to the agreement will apply to incoming students of North Bergen High School.

Superintendent of Schools
North Bergen Board Of Education

Date

Senior Vice President of Academic Affairs
Hudson County Community College

Date

SUBCONTRACT
BETWEEN
FAIRLEIGH DICKINSON UNIVERSITY
AND
HUDSON COUNTY COMMUNITY COLLEGE

THIS Subcontract made on this 22nd day of March, 2018, by and between Fairleigh Dickinson University ("University") and *Hudson County Community College* ("Training Provider"), listed above, collectively the University and the Training Provider shall hereinafter be known as the "Parties" to this Subcontract. Whereas, University is the recipient of Contract TDC-FY-18006 with The New Jersey Department of Labor and Workforce Development and thereby designated as the Talent Development Center (TDC) for Retail, Hospitality and Tourism for the purpose of building a skilled workforce to drive growth in this industry.

Summary Table

Subcontract Number: FDU-TDC-FY2018-102			
Program Name	Legislative Title	Funding Source Entity	
Talent Development Center (TDC): Building and Implementing Career Pathways in Retail, Hospitality and Tourism	New Jersey Workforce Development Partnership (WDP) Act (P.L.1992, c.43) N.J.S.A. 34:15D-21(3) et seq. (P.L 2001, c 152)	WDP-Customized Training WDP-Dislocated Worker NJ Supplemental Workforce Fund for Basic Skills (SWFBS) Commissioner's Discretionary Fund	
Subcontract Period	New Subcontract <u>X</u> Modification Number <u> </u>	Fiscal Year	
03/26/18-04/13/18		State	Federal
Revised Subcontract Period N/A		2018	N/A
Original Subcontract Amount	Modification Amount	Total Subcontract Amount	
\$24,000	N/A	\$24,000	

I. PURPOSE

The purpose of this Subcontract is to set forth the responsibilities and obligations of the Parties. The University has been awarded a contract by the State of New Jersey to work with Labor and Workforce Development (LWD) and the Talent Network (TN). The goals are to identify priority worker training needs of employer(s) in the Retail, Hospitality and Tourism industry; provide training to WDP dislocated, disadvantaged, and incumbent workers; and achieve an 80% job placement rate. The University shall work closely with industry associations, the state/local economic development organizations, and with the state and local workforce organizations. The Training Provider is expected to perform tasks described in *Appendix A* in providing industry-valued, career-pathway training, and employ qualified personnel for instruction.

II. PERFORMANCE REQUIREMENTS

Course training shall be provided in accordance with *Award Information Appendix A*, for the following trainee population(s):

- Provide training to *eligible dislocated and disadvantaged participants* certified by LWD One Stop Career Centers and Workforce Development Boards. The Training Provider acknowledges that all training courses and trainees are subject to LWD's review and approval.

Prior to the commencement of training:

- The Training Provider must be pre-authorized by the LWD, and must be listed on the state's Eligible Training Provider List (ETPL).
- The Training Provider further acknowledges that all training courses and trainees are subject to LWD's review and approval.
- A minimum of 10 trainee participants, *excluding dropouts*, are expected to complete the specified training program.
- The Training Provider must work with the University in maximizing the number of students completing the subject course, so that the University can *achieve a benchmark of 80% job placement*. As an example: a class of ten (10) students begin, three (3) students drop out after the class starts, seven (7) graduate but only five (5) students are placed, for a placement rate of 50%.

III. AWARD INFORMATION

The Training Provider will receive payment under a cost reimbursement method as outlined in *Award Information Appendix A*, based on the successful completion of each trainee over each trimester in accordance with the following schedule:

- The reimbursement schedule is based upon the number of trainee participants that successfully complete training each trimester as follows: 25% (1st trimester), and 25% (2nd trimester). The remaining 50% (3rd trimester) will be reimbursed upon completion of the course, and submission and approval of all final reports.

IV. REPORTING AND RECORD RETENTION

The Training Provider shall provide timely and properly authorized interim and final reimbursement requests using *Payment Voucher Appendix B*, submitted not later than 30 days following each trimester, accompanied by *Training Benchmarks Appendix C* to track trainee progress and provide an explanation of dropout activity during each trimester.

The Training Provider shall maintain all records pertinent to this subcontract, including financial, participant records and supporting documentation for a period of seven years from termination of the subcontract. Records must be kept beyond seven years if any litigation, audit, or claim is instituted and shall be retained until the matter is concluded.

V. EFFECTIVE DATE AND TERM

The term of this subcontract shall be from March 26th, 2018 to April 13th, 2018 unless extended by the Parties by mutual written agreement or terminated in accordance with the provisions of Section XII.

VI. GENERAL ASSURANCES

The Subcontractor, in conducting all activities under this approved contract, assures and agrees that it shall fully comply with the requirements of the New Jersey Employment and Workforce Development Act, P.L. 1992, C. 43 state regulations and directives governing this program. The Subcontractor shall comply with all financial, participant, programmatic record keeping reporting and audit requirements, participant eligibility criteria and allowable costs. The Subcontractor assures it shall fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards, and other laws. The Subcontractor shall be responsible for providing workers' compensation coverage for any worker participating in customized training.

VII. HOLD HARMLESS AND INDEMNIFICATION

The Training Provider shall indemnify the University against and hold the University harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Training Provider, its directors, officers, employees, and agents.

In the event that Training Provider is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Training Provider agrees to indemnify the University to the extent that is allowed by the law that limits the Training Provider.

VIII. NOTICES.

Every notice required or permitted under this Agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the party giving, making or sending the notice to the other party, Attention General Counsel, at their address set forth in Attachment A or to such other address as either party may designate from time to time by written notice.

Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

IX. **VENDOR PERSONNEL.**

University reserves the right to require Training Provider to restrict any Training Provider personnel from its property for any reason, including those deemed by University to be in violation of any University policy, including but not limited to, the Non-Discrimination & Anti-Harassment and Drug-free Workplace Policies as well as those deemed by University to be unqualified, disorderly, or otherwise apparently unable or unwilling to perform required services.

X. **MODIFICATIONS**

This subcontract may be modified only by written amendment executed by authorized officials of the University and Training Provider.

XI. **DISPUTES**

If there is a dispute concerning either party's performance under this Agreement, the Parties shall attempt in good faith to resolve the dispute in an amicable manner between them.

XII. **TERMINATION**

The University may terminate this subcontract, upon thirty (30) days written notice to the Training Provider for failure to perform any of its obligations, in whole or in part or unless otherwise remedied, under this subcontract, and any subsequent renewals/modifications, with such failure to be determined by the University in its sole discretion. In the event of termination, the University shall only be responsible for allowable reimbursement per trainee up to the date of termination, provided the Training Provider submits a timely request for reimbursement within thirty (30) days of termination.

XIII. **COMPLIANCE WITH LAWS**

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

XIV. **ASSIGNMENT OF RIGHTS UNDER AGREEMENT**

Neither party shall assign, sell, transfer or otherwise vest in any person any of its rights or obligations under this Agreement.

XV. **SIGNATURES**

This subcontract, including the *Standard Assurances and General Provisions*, is the entire agreement of the Parties that can only be amended or supplemented under a properly executed agreement. The terms and conditions of this subcontract have been read and understood by the persons whose signatures appear below, and the Parties agree to comply with the terms and conditions set forth on the preceding pages.

Fairleigh Dickinson University

**Hudson County Community
College**

By: _____

By: _____

Date: _____

Date: _____

Jane Tsambis
University Director, Grants and Sponsored Projects

Dr. Eric Friedman
Senior Vice President, Academic
Affairs

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement, the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.

C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic

information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.

J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).

L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).

R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore,

the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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Standard Assurances and General Provisions
State and Federal Funded Programs

(R05.16)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B) Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.

F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.

G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

Check () if there are workplaces on file that are not identified.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Printed Name and Title

Signature

Date

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.

1) COMPLIANCE WITH EXISTING LAWS

A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.

B) These laws, rules and regulations include, but are not limited to the following:

1) Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars>.

2) New Jersey Department of the Treasury, Office of Management and Budget documents:

(a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: http://www.state.nj.us/infobank/circular/cir1508_omb.pdf.

(b) State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.

3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify LWD and refund all money to LWD, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a

lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.

2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.

6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.

7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.

8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

A) A grantee may be considered high risk if LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 4;
- 4) Has not conformed to terms and conditions of previous awards; and
- 5) Is otherwise not responsible.

B) When LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If LWD decides to impose such special conditions and/or restrictions, an LWD official will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions and/or restrictions;
- 2) The reason(s) for imposing the special conditions and/or restrictions;
- 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by LWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

4) FINANCIAL MANAGEMENT SYSTEM

A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify LWD when the grantee cannot comply with the requirements established in this section of the grant.

B) The grantee's financial management system shall provide for:

1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by LWD;

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.

D) LWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD approval.

5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the agreement period or during an

approved extension agreed upon by the grantee and LWD, and only in the amount specified in the agreement. All obligations shall be liquidated by the period provided in the agreement and per federal and state requirements.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

The grantee is responsible for the proper withholding and payment of employment-related taxes for any individual hired or otherwise employed by the grantee who meets the definition of employee in accordance with N.J.S.A. 43:21-19(i)(6).

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., general and administrative or indirect), it is the sole responsibility of the grantee to provide documentation substantiating such cost. It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., general and administrative or indirect). Funding of the budgeted amount of the pooled costs in this agreement does not imply approval by LWD of the amount or method of calculation.

6) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of LWD for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

7) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

B) Unless otherwise provided or specified, the grantee shall have no obligation to LWD with respect to royalties received as a result of copyrights or patents produced under the grant.

C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

8) PRICE WARRANTY

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

9) PAYMENT METHOD

A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been executed. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other

forms required by LWD and upon appropriate certification by the director of finance and accounting of LWD, LWD will pay the grantee per the agreement's payment schedule.

B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD may request additional reports.

10) REPORTING REQUIREMENTS

The grantee agrees to provide all reports specified in the agreement within the established timeframe and to the satisfaction of LWD. Financial reports are to be reported on the accrual basis of accounting.

11) STATE MONITORING, EVALUATION AND AUDIT

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by LWD or their designees and authorized agents.

B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.

C) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.

D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of LWD.

E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all workpapers that support or address any and all findings that are in regards to LWD funds.

The following sections F to M pertain to all governmental and non-profit organizations:

F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.

I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.

J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.

K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.

L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:

- State Grantor Organization;
- Program Title/Name;
- State Grant Award Number or Account Number;
- Grant Award Period;
- Fiscal Year Grant Expenditures;
- Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:

- A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
- A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
- A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

12) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

Retention – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure report. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – LWD may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

13) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to LWD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

14) PROPERTY

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the project are the property of LWD. Such material will be delivered to LWD upon request.

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, LWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by LWD upon notice given to the grantee and shall promptly be made available to LWD for inspection. LWD agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the

right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.

15) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed Federal per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

16) SUBCONTRACTING

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee apply to any subcontractors or third parties hired by the grantee. None of the work or services covered by this agreement shall be contracted or subcontracted without the prior written approval of LWD. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The grantee agrees to impose similar conditions upon any subgrantee to ensure their compliance with all the terms and conditions of this agreement. LWD *retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the services for which the funds are being provided. At LWD's request, the grantee will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said subgrantee.

17) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by LWD effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) LWD and grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

18) DISPUTES

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by LWD, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. LWD and grantee preserve all rights in law and equity to pursue any claims that may arise.

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

19) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

20) TERMINATION

A) Termination for Convenience – LWD or grantee may request a termination for any reason. LWD or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

B) Termination for Cause – LWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, LWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.

C) Termination or Reduction of Funds

1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the commissioner of LWD shall be immediately incorporated into this agreement.

2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by LWD at any time.

21) CONTRACT CLOSEOUT

A) The following definitions shall apply for the purpose of this section:

1) Contract Closeout – The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.

2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.

C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.

D) Within the limits of the agreement amount, LWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and LWD retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.

F) The grantee shall account for any property received from LWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.

22) PERFORMANCE

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to LWD as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to LWD within 48 hours of its discovery.

23) CONFLICTS OF INTEREST

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities offered by the grantee, its agent or representative to any officer, director or employee of LWD with a view toward securing this agreement or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the agreement voidable at the option of LWD, and may justify further action under applicable state and/or federal laws.

24) BONDING AND INSURANCE

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

25) AVAILABILITY OF FUNDS

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by LWD or an

event of default under the agreement and LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from LWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by LWD to expend funds beyond the termination date set in the agreement.

26) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to its employees or recipients of the grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors or from the grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

Printed Name and Title

Signature

Date

*HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018*

X. NEW BUSINESS

NONE

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 10, 2018**

XI. ADJOURNMENT

THAT, the meeting be adjourned at 6:15 P.M.

INTRODUCED BY: Kevin Callahan

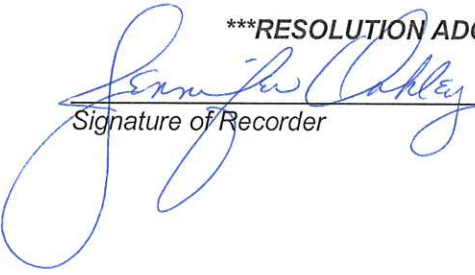
SECONDED BY: Bakari Lee

DATE: April 10, 2018

Callahan, Kevin	<u>AYE</u>
Fahrenholz, Karen	<u>AYE</u>
Gardner, Pamela	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>ABSENT</u>
Sires, Adrienne	<u>ABSENT</u>
Stahl, Harold	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

7 Ayes..... 0 Nay

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


Signature of Recorder

4-10-18
Date