

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

**Regular Meeting – Board of Trustees**

**Tuesday, April 16, 2024**

**5:00 P.M.**

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

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

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

<https://zoom.us/j/97566676811?pwd=bXFybEpENHdBT3N6cmVaOEExYmNpQT09>

Passcode: 771689

Telephone: 1 305 224 1968

Webinar ID: 975 6667 6811

Passcode: 771689

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

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

**AGENDA**

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

*Mr. Netchert*

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

**Trustees:**

*Edward DeFazio*

*Joseph Doria*

*Sally Elwir, Student Alumni Representative*

*Pamela Gardner, Secretary/Treasurer*

*Frank Gargiulo*

*Roberta Kenny*

*Bakari Lee, Vice Chair*

*William Netchert, Chair*

*Jeanette Peña*

*Christopher Reber, President (Ex Officio)*

*Silvia Rodriguez*

*Harold Stahl*

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

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

**April 16, 2024**

**II. ROLL CALL**

**Trustees:**

Edward DeFazio	<u>PRESENT</u>
Joseph Doria	<u>ABSENT</u>
Sally Elwir, Student Alumni Representative	<u>PRESENT</u>
Pamela Gardner, Secretary/Treasurer	<u>PRESENT</u>
Frank Gargiulo	<u>ABSENT</u>
Roberta Kenny	<u>PRESENT</u>
Bakari Lee, Vice Chair	<u>PRESENT</u>
William Netchert, Chair	<u>PRESENT</u>
Jeanette Peña	<u>PRESENT</u>
Christopher Reber, President, Ex Officio	<u>PRESENT</u>
Silvia Rodriguez	<u>PRESENT</u>
Harold Stahl	<u>ABSENT</u>

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

### **MEETING INTRODUCTION**

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

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

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

***April 16, 2024***

**III. COMMENTS FROM THE PUBLIC**

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

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

***April 16, 2024***

***IV. CLOSED SESSION***

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

***April 16, 2024***

***V. REPORTS***

1. *Student Government Association President's Report (L. Camacho)*
2. *All College Council Chair's Report (C. Cody)*
3. *President's Report (C. Reber)*

*Retired Faculty Nominees for Emeritus Status*

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

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

**April 16, 2024**

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

**1. MINUTES OF PREVIOUS MEETING**

The Minutes of the Regular Meeting of March 12, 2024 are herewith submitted to the Board of Trustees for approval. (Page 9)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of March 12, 2024.

**RESOLUTION:**

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

**INTRODUCED BY:**

BAKARI LEE

**SECONDED BY:**

JEANETTE PEÑA

**DATE:**

April 16, 2024

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

AYE

ABSENT

AYE

ABSENT

AYE

AYE

AYE

AYE

ABSENT

AYE

7 Aye    0 Nay

Alexa Riano  
Signature of Recorder

**\*\*\*RESOLUTION ADOPTED\*\*\***

04/16/2024  
Date



**HUDSON COUNTY COMMUNITY COLLEGE**

**Regular Meeting – Board of Trustees**  
**Tuesday, March 12, 2024**  
**5:00 P.M., In Person and Via Zoom**

**MINUTES**

**PRESENT:** *Edward DeFazio; Sally Elwir (Student Alumni Representative); Pamela Gardner (Secretary/Treasurer); Frank Gargiulo; Roberta Kenny; William Netchert (Chair); Jeanette Peña; Christopher Reber; Silvia Rodriguez; and Harold Stahl.*

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

**ABSENT:** *Joseph Doria*

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

**II. ROLL CALL**

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

**IV. CLOSED SESSION – None**

**V. REPORTS**

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

*Student Government Association President, Lisa Camacho, offered the following report.*

Good evening, Trustees, faculty, staff, students, and guests. It is nice to see everyone and be with you again in person. My updates for the Student Government Association (SGA) are as follows.

Our SGA Skills workshop is happening today until 5:30 p.m. We anticipate students and club leaders in attendance who are ready to teach and learn. We set up tables focused on different skill sets, including marketing and social media, professional beauty tips, career services, basic technology skills, and time management.

SGA has also been planning our annual Multicultural Day event, and Multicultural Game Day. Students can take a stroll down memory lane and play childhood games. We collaborated with Phi Theta Kappa for this event. We will offer diverse cultural cuisines. This event is scheduled for Friday, April 12 from 4:00 p.m. to 7:00 p.m. in the Journal Square Campus (JSQ) Student Center. You are all invited.

We will begin to train our executive board and have elections next month. More information is to come. Also, a karaoke sing-along in collaboration with the Professional Association is being planned for April.

This concludes SGA updates. On to campus club and organization updates.

The following new clubs started this semester: Poetry Club, Starry Eye Team, Sewing Club, Society of Physics, and HCCC Dreamers.

**Model UN Club**

The Model UN Club at HCCC has been visiting various food shelters in Hudson County, serving food to people experiencing homelessness, and volunteering their time to serve those in need.

On March 1, 2024, as part of the Social Justice Symposium held at Hudson County Community College, members participated in a panel discussion on how the symposium has influenced their lives including certain viewpoints discussed at the conference.

On April 1-6, Joseph Caniglia, the Executive Director of the North Hudson Campus (NHC), and seven students will be participating in the New York Model UN Conference at the New York Hilton in Manhattan. The conference will advance understanding of the UN and contemporary global issues through quality educational programs that emphasize collaboration, cooperative conflict resolution, and prepare participants for active global citizenship. The Model UN envisions a world of civically engaged people striving for peaceful, multilateral conflict resolution and equitable, sustainable human development.

**Active Minds** held the following events: Mental Health Counseling & Wellness Sticker Competition, Essentially YOU Event, and Art Unveiled! Art Showcase.

**Arab Student Association** held the following events: Welcome to Arab World, Museum Tour, and Film and Discussion on Saturday, March 9.

**Art and Design Club** held the following event: Mural Design Studio Sessions.

**Business and Accounting Club** held the following events: Women In Business Panel, Mind Your Business Monday, NJCU School of Business Tour, and Saint Peter's University School of Business Tour.

**Environmental Club** held the following events: Garden Planning with the Environmental Club and Build-A-Rain Barrel with Hackensack Riverkeepers.

**Girls Who Code** held the following event: GWC Meet and Greet.

**HCCC Dreamers** held the following events: Major Mates and Rutgers New Brunswick Transfer Program Information Session

**Student Programming Board** held the following events: Valentine's Day Grab and Go, Karaoke Night, and Women's History Month Raffle.

**Health and Science Club** held the following events: CPR Instruction with Hands-Only, Women's History Month Discussion and Bag Decorating, and Health & Fitness Pop-ups.

**Film Club** held the following events: Film and Fork, Disney's Princess, and the Frog and Oscar Night.

**Nursing Club** held the following events: Valentine's Day Blood Drive, Pre-Nursing Panel Q & A, and Coffee with the Nursing Club.

**Society of Physics** held the following event: Merck Recruiting.

**Starry Eye Team** held the following events: Meet The Stars, and Honoring The Past and Present.

**Latin Society** held the following events: Besitos de Amistad, Dia del Amor y la Amistad, OxFam Hunger Banquet, Dominican Independence Celebration: Bachata Edition, and Artisanal Paint & Sip Members Meeting.

This concludes all I have for everyone today. Thank you for listening, and have a great evening.

*Vice Chair Lee offered the following remarks.*

It's a fantastic report. I think the ability to convey a lot of information in a digestible fashion is exemplary.

Although you started on stride, you continue making strides. Great job!

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

*All College Council Chair, Dr. Christopher Cody, offered the following report.*

Hello, Trustees. It's good to see you all. We want to begin by congratulating our colleagues on earning tenure tonight. All four individuals have worked extremely hard to reach this point, and all are respected faculty mentors. I and the All College Council (ACC) executive board want to congratulate you on this outstanding achievement!

The Muslim Holy Month of Ramadan began on March 10. The prayer space is available for all community members at Gabert Library in JSQ. At NHC, the study room may be reserved for prayer as available. This will also be the first year during which the college calendar observes Eid, celebrated this April 10. The ACC wishes a heartfelt Ramadan Mubarak to all Muslim members of the HCCC community.

March is also Women's History Month, and, today, the HCCC American Chemical Society, the School of STEM, President's Advisory Council on Diversity, Equity and Inclusion (PACDEI), and Saint Peter's University hosted a Women in STEM event in the STEM Building. Next Wednesday, a Women in Business event in the Culinary Building will be held. There are plenty more events happening throughout the month as well.

I want to report that the ACC executive board submitted a proposal recently and was accepted to host a roundtable discussion at this year's NISOD conference in Austin, Texas. The roundtable will focus on lessons learned from our first year as the ACC executive board and will include discussions on the benefits of Hudson's participatory governance model.

The college recently hosted a week-long social justice symposium on teaching and learning, which was a great success - many ACC members moderated, presented in, or attended thought-provoking sessions during the week. Congratulations to Dr. Paula Roberson and her committee on a successful symposium! And congratulations to Dr. Ara Karakashian, who oversees the School of Business, Culinary Arts and Hospitality Management (BCH), which just won the 2024 Inspiring Programs in Business Award. Congrats, Dr. Karakashian and all in BCH! Finally, HCCC recently also won the Bellwether Legacy Award for the Hudson Scholars Program.

Now, on to committee reports:

- Academic Senate, in partnership with Matthew LaBrake and the Online Learning Advisory Council (OLAC), collaborated on proposing two new universal technology statements for HCCC syllabi. A vote was held among all ACC members on whether to approve the statements, and the measure was passed. Henceforth, we recommend the addition of the two universal technology statements in all HCCC syllabi. The committee also continues to review and assess the college's Incomplete policy.
- The Student Affairs Committee did an excellent job working the recent Steve Madden fashion show, where some ACC members participated as models on what to wear and not wear in a professional setting. This event was fun and raised money for the Hudson Helps Resource Center. The event was sponsored by the HCCC Foundation with gold sponsorship support from the Steve Madden shoe company in New York, for which we thank Beata and Raffi Manjikian. The committee also looks forward to participating in events this month, including the Generation Hope conference in New Orleans and the upcoming NJ convening. Finally, the committee continues to work hard on reviewing and assessing the college policy on lactation space for student parents.
- The Development and Planning Committee is organizing the marketing campaign for "Dollars for Scholars," incorporating events each year to drive campus-wide engagement and handouts to efficiently highlight the impact of giving – when you can, and what you can. The committee now maintains a presence to encourage giving at campus-wide events such as the recent Social Justice Symposium Luncheon this past March 1.

- The College Life Committee is gearing up to help with the Steps for Wellness program, which begins on March 18, and is also working with Human Resources to help with Professional Development Day scheduled for Friday, April 12. They are also planning a spring cookout BBQ event for staff and faculty. More details on that to come.
- The Technology Committee is working on wayfinding technology. They reported that many faculty have enrolled in an online self-paced asynchronous course called *Teaching with AI*, and those who complete it will earn a Professional Development badge.
- The Space and Facilities Committee is considering ways to optimize space usage at NHC while searching for a permanent zen zone and prayer room. At JSQ, the STEM Building will have vending machines on or around March 14. The vending machines will be on the first, second, and fifth floors. Both campuses are also doing their best to find locations for lactation rooms.

That concludes my remarks. I want to thank everyone who made this report possible, including ACC Vice Chair Raffi Manjikian, ACC Secretary Sarah Teichman, all the ACC committee members, and the entire college community. Thank you all for your time!

*Vice Chair Lee made a few remarks.*

What was the nature and structure of the Technology Committee's statement?

*Dr. Cody responded.*

There are two new statements. The first was on Honorlock, a technology used to proctor exams virtually. The other would be Turnitin, a technology that replaced Unicheck and is used for plagiarism detection and AI usage detection in student papers. The statements summarize the use of these technologies. The statements were developed by the Academic Senate in collaboration with Matthew LaBrake's Advisory Council.

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

*President Reber offered the following remarks.*

Good evening, Trustees.

Before we begin, I ask you to join me in a moment of silence for victims of war and violence in the Middle East, Ukraine, and throughout the world.

*Moment of Silence.*

Thank you.

We condemn violence and hatred of all kinds, including antisemitism and Islamophobia. We support one another in times of difficulty and strive to be a community that is respectful of and safe for everyone.

Sunday evening marked the beginning of the holy month of Ramadan. Trustees, with your support, we are proud to have established Eid al-Fitr as an HCCC holiday beginning this year. We wish all members of our Muslim community a blessed Ramadan!

Lisa and Chris, thank you for your reports and leadership, and for all you and your team members do for Hudson County Community College!

Since last month's meeting of the Board of Trustees, Hudson County Community College has achieved two highly significant and prestigious national recognitions about which I would like to open my remarks this evening.

Three weeks ago, at the 30<sup>th</sup> anniversary of the Bellwether College Consortium national awards competition in San Antonio, TX, our Hudson Scholars program was awarded the Bellwether Legacy Award

– the Consortium’s highest honor awarded to one institution in the United States, and only once every five years! And, just before that, HCCC was named an *Achieving the Dream Leader College of Distinction* at ATD’s national conference. Achieving the Dream bestows *Leader College of Distinction* designation upon only a few community colleges in recognition of evidence-based outcomes and excellence in promoting and supporting student retention, completion, and the achievement of students’ goals.

These milestone recognitions are the result of the efforts of the entire college community. They are owned by everyone.

Trustees, thank you for your guidance and support that make possible the excellence in service to our students and mission that these awards recognize!

*Vice Chair Lee posed a question.*

How can we maximize the college’s recent success beyond press releases? Is there a more impactful way to capitalize on this momentum?

*President Reber offered a response.*

This is a great and timely question. A number of us met recently to discuss this critical challenge. Now that we have ten badges signifying national awards, we’re exploring how to maximize their impact closer to home.

At national conferences, people approach us and express their awareness of our stellar initiatives and outcomes. However, we want this recognition to extend locally as well.

We are talking with media and community leaders, including Wendy Martinez, to secure more coverage in the English and Spanish-speaking press. This is an important work in progress.

*President Reber resumed his remarks.*

This evening’s agenda includes a resolution to grant tenure to four dedicated, skilled, accomplished, and caring faculty colleagues. We congratulate Instructor of English, Heather Connors; Instructor of Health Sciences, Karen Hosick; Instructor of Mathematics, Laura Samuelson; and Instructor of Accounting, Carrie Rong Xiao.

Trustees, with your approval, these colleagues will be promoted to Assistant Professor with tenure effective next fall. I have asked Vice President for Academic Affairs, Dr. Darryl Jones, to introduce each of our faculty colleagues and invite them to say a few words.

*Dr. Jones offered the following remarks.*

Thank you, Dr. Reber, and good evening, Trustees, colleagues, and guests.

It is always an honor to present our tenure candidates to the college community. I am incredibly proud that we hire and cultivate high-quality faculty in all our disciplines. Their work remains a critical component in the progress toward our strategic plan goals and our ability to provide a quality education to students and make an indelible impact in our community.

These faculty continue to exemplify high standards of teaching excellence, service to the college and community, professional development, and scholarly activities. Tenure candidates compile a tenure portfolio, interview with committee members, and receive a recommendation from their dean.

In addition to their collective 30-plus years of higher education teaching experience, this year’s tenure candidates include a community college graduate, a certified public accountant, a former charter school advisor and teacher, and a fitness trainer. Upon the Trustees’ approval, the faculty will be promoted to Assistant Professor.

### **Karen Hosick, Exercise Science and Personal Fitness Training**

Karen is also the Program Coordinator of the Exercise Science and Personal Fitness Training Program. She holds a Master of Arts in Exercise and Sports Science from the University of North Carolina and a Bachelor in Athletic Training/Exercise Science from Ithaca College.

Karen's personal training certifications include the National Academy of Sports Medicine and the National Athletic Trainers' Association. Before HCCC, she taught courses at Montclair State University. She was a Personal Trainer for the New York Sports Club, the Physiology Lab Manager for the University of Mississippi Medical Center, and an Athletic Trainer for St. Dominic's Hospital.

Karen is a 2023 recipient of the PACDEI Faculty Leadership Award, the NISOD Excellence Award, and the League of Innovation Excellence Award. She serves on various committees, including the Faculty Senate, Online Learning Advisory Council, and the All College Council. Dr. Catherine Sirangelo, her Dean, noted that Karen exemplifies what we expect of a tenured professor: excellence in teaching and service to the College and community.

### **Carrie Rong Xiao, Accounting**

Carrie is a Certified Public Accountant with the California Board of Accountancy. She earned an MBA in Business Administration from Virginia Tech University and is pursuing a doctoral degree at NJCU.

Before HCCC, she was a Professor at the Keller Graduate School of Management of DeVry University. Carrie is the recipient of the 2023 NISOD Excellence Award. She holds multiple certifications, including Finance Essentials for Small Business, Teaching Online, and Marketing Concepts.

She is a member of the American Institutes of Certified Public Accountants, the National Center for Faculty Development and Diversity, and the New Jersey Education Association. Carrie has been described as a productive, talented, and enthusiastic instructor who is deeply concerned about her students. She is passionate about teaching and can always assist her colleagues whenever needed.

### **Heather Connors, English**

Heather holds a Master's in English and Writing Studies from Kean University and a Bachelor's in English from The College of New Jersey. Heather is also a community college graduate, holding an Associate's degree in Liberal Arts/English from Middlesex County College.

Before HCCC, Heather was a Lecturer at Rutgers University and an adjunct faculty member at Kean University and Middlesex County College teaching English. Her professional memberships include the Modern Language Association and the New Jersey College English Association.

She is a recipient of the PEP Teachers Grant and the 2023 NISOD Excellence Award. She serves as the faculty advisor to our Literary Club. Heather is described as an effective teacher who is deeply committed to her students and thoughtful in her pedagogy.

### **Laura Samuelson, Academic Foundations Mathematics**

Laura is the Assessment Coordinator for the School of Social Sciences and Humanities. She holds a Master's Degree in Mathematical Education from New Jersey City University and a Bachelor's of Science Degree in Finance from the University of Albany.

Before HCCC, Laura served as an Advisor to Early to Rise and a Math Resource Teacher at the Hoboken Charter School. She is an active participant on the OER Steering Committee, where she recently created an OER option for Basic Algebra. Her Dean, Dr. Burl Yearwood, remarked that Laura communicates well with her students, encouraging a strong learning atmosphere in her classroom.

Trustees, I would like to take this opportunity to express my gratitude to Dr. Heather DeVries, who chaired the Tenure Review Board; Linda Guastini, who always provides exemplary administrative support; and



those who served on the board. It is a particularly important assignment, and I greatly appreciate the hard work and time that members have contributed to the process. Those who served on the Tenure Review Board are:

Vice President of Human Resources, Anna Krupitskiy; Vice President for DEI, Dr. Yeurys Pujols; Assistant Professor of English, Kathryn Buckley; Director, Center for Teaching, Learning and Innovation, Dr. Paula Roberson; Associate Registrar, Irma Williams; Assistant Professor of English, Karen Galli; Coordinator of Psychology, Craig McLaughlin; Assistant Professor of Medical Assisting Program, Jihan Nakhla; Assistant Professor of Engineering Science, Dr. Clive Li; and Coordinator of Accounting, Lester McRae.

I now ask each faculty member to come forth and offer brief remarks. Thank you!

*Heather Connors offered the following remarks.*

Hi. I'm Heather Connors. Thank you very much for inviting us tonight. I want to take a few moments to thank everyone in the Hudson community who has welcomed and mentored me over the last five years. I also want to thank my family, especially my grandparents and aunt who are here with me today. It is only because of their love that I was able to succeed and that I am here today. I promise to spend the rest of my career paying forward everyone's kindness in this community and their love and support. And thank you very much.

*Carrie Rong Xiao offered the following remarks.*

Good evening, everyone. I'm Carrie Rong Xiao. Thank you for giving me this excellent opportunity to reflect on my tenure journey. I have witnessed the impact of the culture of care and student success in our college. I appreciate the opportunity to work with students, helping them achieve their dreams.

I'm honored to receive my tenure. I want to thank the Trustees, Dr. Reber, Dr. Jones, Dr. DeVries, and Dr. Karakashian.

Thank you for all your guidance, support, and encouragement. I'm fortunate to work with so many amazing colleagues; I could not make it this far without your support.

I'm also grateful to have a supportive husband. He ensures that I can have a peaceful mind every day when working. I understand the expectations for a tenured faculty member. I'm eager to continue working with my colleagues to make the College even more phenomenal. Thank you all.

*Laura Samuelson offered the following remarks.*

Hello, I am Laura Samuelson! Nice to see everyone.

Throughout the years, my driving force has been to offer valuable and positive experiences in the classroom. The work I've accomplished at the college is meaningful and important to me, and, hopefully, it has aided in the growth and improvement of our students and the community. I hope to continue to work for student success and the success of the College. I thank everyone, including my daughters, who are here to support me, and all my colleagues that have supported me. Thank you.

*Karen Hosick offered the following remarks.*

Hi, everyone. I'm Karen Hosick. I want to take this opportunity to thank the Board of Trustees, Dr. Reber, Dr. Jones, Dr. DeVries, and the Tenure Review Committee for all of their hard work. You heard me speak not long ago, so thank you for approving this tonight.

I want to thank the Professional Association for their Tenure Prep events, which helped prepare us for this daunting process. I also want to thank my Dean, Dr. Cathy Sirangelo, for her support over the last five years, and, Kathy Smith Wenning, who hired me as an adjunct professor here. She's the person who introduced me to HCCC.

I also want to thank all of my colleagues throughout the College, especially the School of Nursing and Health Professions, and, in particular, I want to thank the instructors of our program: Liz Piech, Nico Barrios, Asem Alshamah, and Beverly Figueroa.

I have to thank my students, who motivate and inspire me daily.

Last, but certainly not least, I want to thank my family members who are here tonight. My husband, Pete, and my sons, Devin and Ramsey, for their unconditional love and support.

Thank you for this great honor, and I look forward to continuing my work at HCCC and serving the college and the community.

*Michael Ferlise offered the following remarks.*

Greetings, Chairman Netchert, Vice Chair Lee, Trustees, President Reber, guests, and colleagues. I'm Michael Ferlise, a tenured Instructor of Sociology and President of the Professional Association.

I want to take this happy occasion to congratulate our four colleagues, Karen Hosick, Heather Connors, Carrie Rong Xiao, and Laura Samuelson, who are proudly here with their families.

Upon being awarded tenure tonight, and in recognition of their exceptional commitment and contributions to their students, colleagues, and the college, I've had the pleasure of working with each of them to varying degrees over the last few years. I know first hand their dedication, hard work, and the value they bring to our school.

I'm also mindful that our college continues to open tenure-track lines and award tenure at a time when many schools are practicing bottom-line economics. Short-sighted anti-labor policies are abandoning tenure and moving to contingent labor and outsourcing staff with little regard to the overall adverse long-term effects this has on their institution. Both common sense and emerging research support the long-term benefits of having greater numbers of tenure and tenure-track faculty in our institutions, which especially benefits our students as often measured in their increased graduation rates and retention. I have a long list of all the benefits tenure brings to our college.

So, we congratulate Karen, Heather, Carrie, and Laura, our newly tenured colleagues, on their well-deserved achievements and recognition. We also recognize and applaud our college for its more forward-thinking and enlightened policies. Congratulations, all. Thank you.

*President Reber offered closing remarks.*

Thanks so much, Dr. Jones, and congratulations again, Professors Connors, Hosick, Samuelson, and Xiao. You make us all proud!

Immediately following this meeting, we invite everyone to attend a welcome reception for our American Culinary Foundation visiting accreditation team. Our nationally acclaimed culinary programs are undergoing the program reapproval process that we expect will grant continuing national accreditation of these programs for the next seven years. Our culinary and baking programs are among only three in New Jersey accredited by the American Culinary Foundation. The reception is being held this evening until 7:30 p.m. on the first floor of the Culinary Conference Center, and there will be beautiful refreshments.

Trustees, this concludes my report.

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

1. *The Minutes of the Reorganization and Regular Meeting of February 13, 2024 were approved.*
2. *Gifts, Grants, and Contracts Report*

*Hudson County Community College has received the following grant:*



**TITLE:** Pre-Apprenticeship in Career Education (PACE), Round 3

**AGENCY:** State of NJ Department of Labor and Workforce Development, Office of Apprenticeship

**PURPOSE OF GRANT:** Apprenticeships/CEWD

**COLLEGE ADMINISTRATOR:** Lori Margolin

**COLLEGE CONTRIBUTION:** \$0

**AWARD AMOUNT:** \$215,563

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

9 Ayes.....0 Nays

*Resolutions Adopted*

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

1. Resolution Authorizing Additional Services for the Academic Tower to be funded through Chapter 12 at a cost not to exceed \$983,187 was approved.
2. Resolution Authorizing Renewal of Internet Services to be funded from the operating budget at a cost not to exceed \$206,520 was approved.
3. Resolution Authorizing Renewal of Student Services ChatBot Platform for the Office of Enrollment Services to be funded from the operating budget at a cost not to exceed \$42,230 was approved.
4. Resolution Authorizing Renewal of Citrix Virtual Apps and Desktop Software License to be funded from the operating budget at a cost not to exceed \$135,100 was approved.
5. Resolution Authorizing Renewal of Nutanix Acropolis Software License to be funded from the operating budget at a cost not to exceed \$81,084 was approved.
6. Resolution Authorizing Renewal of Cloud Migration and Security Software to be funded from the operating budget at a cost not to exceed \$122,967 was approved.
7. Resolution Authorizing Purchase of Computers for the Gabert Library to be funded from the operating budget at a cost not to exceed \$39,943 was approved.
8. Resolution Authorizing Purchase of Laptops for the STEM Histology Lab to be funded from the operating budget at a cost not to exceed \$21,187 was approved.
9. Resolution Authorizing Renewal of Photography Services for the Office of Communications to be funded from the operating budget at a cost not to exceed \$350 per hour was approved.
10. Resolution Authorizing Sale of Personal Property with proceeds collected to be used for HCCC Foundation scholarships was approved.
11. Resolution Authorizing Purchase of Apple Computers for the Social Science Department to be funded by the Carl D. Perkins Grant at a cost not to exceed \$124,545 was approved.

*Introduced by: Bakari Lee*  
*Seconded by: Pamela Gardner*

9 Ayes.....0 Nays

*Resolution Adopted*

**VIII. PERSONNEL RECOMMENDATIONS 1-8:**

**1. RESIGNATIONS**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>
Patrizia	Barroero	Associate Director, ESL and Academic Foundations English	February 26, 2024
Mary	Long	Program Coordinator for Holistic Support	February 19, 2024
Melanie	Suarez	Admissions Advisor	February 9, 2024

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

**2. APPOINTMENT OF FULL-TIME STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Annual Salary</b>
David	Ayoub	Support Analyst	111	March 16, 2024	\$50,113.78
Samuel	Fernandez	Support Analyst	111	March 16, 2024	\$50,113.78

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

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Daniella	Araoz	Administrative Support Specialist	105	March 16, 2024	May 15, 2024	\$39,507.89
Luisa	Carranza	Administrative Support Specialist, ESL	105	March 16, 2024	May 15, 2024	\$39,612.06

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

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Joanna	Karnicka	Instructor, ESL (Non-tenure Track)	INST	March 16, 2024	May 14, 2024	\$56,320.00

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

## 5. FACULTY TENURE

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

*The following faculty are recommended for tenure effective Academic Year 2024-25.*

<b>First Name</b>	<b>Last Name</b>	<b>New Title</b>
Heather	Connors	Assistant Professor, Tenured
Karen	Hosick	Assistant Professor, Tenured
Laura	Samuelson	Assistant Professor, Tenured
Carrie Rong	Xiao	Assistant Professor, Tenured

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

## 6. AUTHORIZATION OF PART-TIME STAFF THROUGH MARCH 2025, AS NEEDED

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>DEPARTMENT</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Angelique	Reeves	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Katherine	Vera	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Anthony	Baskin	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Hafeda	Benounane	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Carmine	Salerno	ADJ Academic Support Services Department	Tutor	TUTOR-252010	Kenny Fabara
Arefa	Ali	Continuing Education and Workforce Development	PT Customer Service; PT Academic Coach	CSTAST-102010; ACDCCH-603091	Chastity Farrell; Maritza Reyes
Sridevi	Ayloo	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Emajonite	Etienne	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Ivan	Garcia	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Patricia	Gonzalez Feliz	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-604020	Anita Belle
Dionne	Kettl	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Jorge	Martinez	Continuing Education and Workforce Development	PT Instructor	PTINST-603094	Catherina Mirasol
Paula	Olveira	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Lissa	Ramirez	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Maritza Reyes
Kimberly	Sumpter	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Maryam	Syed	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Marjorie	Taylor	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Maritza Reyes
Jessica	Wohlstetter	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Ibraheem	Noubani	English as a Second Language	Academic Coach	ACDCOH-601013	Alison Wakefield
Yusef	Noubani	English as a Second Language	Academic Coach	ACDCOH-601013	Alison Wakefield
Melissa	Cordova	Information Technology Services	Instructional lab assistant	ISTLAB-253025	Diana Perez
Bhakti	Gohel	Information Technology Services	Instructional lab assistant	ISTLAB-253025	Diana Perez
Nandlall	Ramsarran	Information Technology Services/ Mail Room Copy Center	Customer Service Assistant	CSASST-253035	Frederick Medina
Destiny	Roca	Information Technology Services/ Mail Room Copy Center	Customer Service Assistant	CSASST-253035	Frederick Medina
Heather	Anderson	Nursing and Health Professions	Skills Lab/Tutor	TUTOR-101017	Lori M. Byrd

Daniella	Dyevoich	Nursing and Health Professions	Tutor	TUTOR-101016	Geraldine Kiefer-Necklen
Miriam	Masias	Nursing and Health Professions	Skills Lab Assistant	PTSLA-101017	Lori M. Byrd
Mariana	Abdelmalak	President's Office	Office Assistant	Office Assistant	Alexa Riano
Sebastian	Zapata	Science, Technology, Engineering, and Mathematics	Class Assistant	CLASST-101015	Burl Yearwood
Ghina	Hamdan	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza

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

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

<b>First Name</b>	<b>Last Name</b>	<b>School/Office</b>
Genesis	Castro	School of Humanities and Social Sciences
Yrlande	Simon	School of Nursing and Health Professions

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

**8.      MODIFICATION TO STAFFING TABLE**

<b>Current Approved Title</b>	<b>New Title/Classification</b>	<b>Incumbent (If applicable)</b>	<b>Salary Grade and Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
N/A	Associate Director of Hudson Helps, North Hudson Campus	N/A	115	March 16, 2024

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

**RESOLUTION:**

*The Board of Trustees hereby approve the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-8.***

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

*9 Ayes.....0 Nays*

*Resolutions Adopted*

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-2:**

1. Resolution Authorizing Agreement Between Hudson County Community College and William Paterson University (WPU) for Preceptorship Experiences for WPU Students in WPU Nursing Programs was approved.
2. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Bergen County Schools of Technology (BCST) was approved.

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

*9 Ayes.....0 Nays*

*Resolutions Adopted*

**X. NEW BUSINESS**

**XI. ADJOURNMENT at 5:50 p.m.**

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

*9 Ayes.....0 Nays*

*Resolution Adopted*

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

**April 16, 2024**

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

**1. Resolution Authorizing Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12)**

**WHEREAS**, Hudson County Community College ("College") has previously identified and approved certain parcels of property located in the City of Jersey City, New Jersey, as part of the plan to develop a permanent presence in the Journal Square area; and,

**WHEREAS**, the State of New Jersey, beginning with the FY 2025 cycle, will make available to the College through the Chapter 12 Program up to One Million Four Hundred Seventy-One Thousand Seven Hundred Twenty-One Dollars (\$1,471,721) for capital projects, plus additional funds in an amount up to One Million Four Hundred Seventy-One Thousand Seven Hundred Twenty-One Dollars (\$1,471,721) to be provided by County or County Backed Bonds as per Chapter 12 requirements; and,

**WHEREAS**, the Capital Projects Advisory Committee of the College's Board of Trustees has determined that it is in the best interests of the College, and in conformance with the College's Facilities Master Plan, to use the above-described funds, totaling up to Two Million Nine Hundred Forty-Three Thousand Four Hundred Forty-Two Dollars (\$2,943,442), to further implement the College's Facilities Master Plan in Journal Square and all costs related thereto; and,

**WHEREAS**, the Board of Trustees is committed to supporting the annual operating costs and maintenance requirements for any new space to be constructed or acquired as a result of these projects; and,

**WHEREAS**, the Capital Projects Advisory Committee, Administration, and the Finance Committee of the Board of Trustees have approved this request for funding;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College ("Trustees") approve up to Two Million Nine Hundred Forty-Three Thousand Four Hundred Forty-Two Dollars (\$2,943,442) to implement the College's Facilities Master Plan in Journal Square.

**BE IT FURTHER RESOLVED** that the Board of Trustees request the Hudson County Community College Board of School Estimate and Hudson County Board of Commissioners to make such certifications and enter into such agreements with the State of New Jersey for Chapter 12 funds as are required by the College to avail itself of the funds noted above for the undertaking of Capital Projects, including but not limited to: HCCC Tower, 71 Sip Avenue, 263 Academy Street, and 161 Newkirk Street, all as listed in the HCCC Master Plan, and any other projects that may be included therein, and also including all work and equipment necessary and incidental to the projects in the Journal Square area of Jersey City, New Jersey, for the purpose of further implementing the College's Facilities Master Plan and all costs related thereto.

**BE IT FUTHER RESOLVED** that the Board of Trustees request the Hudson County Community College Board of School Estimate to endorse, and the Board of County Commissioners to provide, such additional funding as may be required to meet the total cost of the projects described herein.

## **2. Resolution Approving 2025 Operating Budget**

### **REPORT/BACKGROUND:**

**The proposed College FY 2025 Operating Budget is \$79,483,780. Following are guiding principles for development of the 2025 budget, which are conservative.**

- Continue to reduce, where possible, administrative and operating expenses in all areas of the College.
- Continue to honor all contractual provisions with internal unions, confidential staff, and external service providers.
- Continue to grow enrollment and increase retention, informed by outcomes measured under the highly successful and award-winning Hudson Scholars Program.
- Advocate a 2% increase in FY 2025 Hudson County appropriation.
- Project level FY 2025 enrollment from 2023-24 (conservative).

**The proposed Fiscal Year 2025 budget is based on the following assumptions regarding funding sources:**

- Tuition and Fees – 4% increase to cover the College's contractual obligations.
- General Fee - \$2 increase to support Parking Expenses.
- Student Life Fee - \$1 increase to support development of the new Athletics Program.
- Technology Fee - \$4 increase to support cyber security mandates and hardware.
- County Appropriation - 2% increase to continue to support the College's operating costs.
- State Appropriation - level with 2024 appropriation less \$1,500,000 to address Governor's proposed FY 2025 reduction to Community Colleges.
- Other Revenue - level from FY 2024.
- Reduce out-of-state and international tuition and set at the out-of-county rate, consistent with practices at other community colleges, to continue to grow enrollment.

**The proposed FY 2025 budget by funding source is as follows:**

### **FUNDING SOURCE AMOUNT (%)**

Tuition and Fees	\$43,803,023	55%
County Appropriation	\$21,728,948	27%
State Appropriation	\$9,737,494	13%
Other Revenue	\$2,600,000	3%
Higher Education Emergency Relief Fund (HEERF) Earned In Prior Year Net Position (if necessary)	\$1,614,315	2%
<b>Total</b>	<b>\$79,483,780</b>	<b>100%</b>

*This is a conservative budget that reflects a 9% increase over the 2024 operating budget. This budget will meet contractual obligations, increased parking expenses, support for athletics program development, technology cyber security mandates and hardware, and costs for Textbook Equity Strategic Plan. Retained federal stimulus funds will be used if necessary to balance the budget in tandem with the projected funding sources.*

### **RECOMMENDATION:**

**The Administration and Finance Committee recommend that the Board of Trustees approve the Fiscal Year 2025 Operating Budget in the amount of \$79,483,780.**



**3. Resolution Authorizing Award of Contract for Ground Maintenance Services at the Culinary Arts Plaza and 263 Academy Street**

**WHEREAS**, Hudson County Community College ("College") requires ground maintenance services for landscape and site improvements at the Culinary Arts Plaza and 263 Academy Street ("Project"); and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64-25.3, the College publicly advertised for bids for the Project; and,

**WHEREAS**, the College received the following bid in response to the public advertisement:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Ascape Landscape & Construction Corp.	Blauvelt, NY	\$218,210

**WHEREAS**, the College has determined that Ascape Landscape & Construction Corp. ("Ascape") is the lowest responsible bidder; and,

**WHEREAS**, the amount of \$109,472.78 is being funded from the Trees for Schools Grant with remaining balance funded through Chapter 12; and,

**WHEREAS**, planting has to be completed by May 31, 2024 in order to correspond with the grant and obtain funding; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Ascape Landscape & Construction Corp. of Blauvelt, New York, for the Project at a cost not to exceed \$218,210.

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

**4. Resolution Authorizing Additional Services for the 119 Newkirk Street Parking Stackers**

**WHEREAS**, Hudson County Community College ("College") requires additional architectural and engineering services to create a stormwater management system ("Services") for the parking stackers site at 119 Newkirk Street ("Project"); and,

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

**WHEREAS**, DiCara Rubino Architects ("DRA"), a licensed architectural/engineering firm approved by the Board of Trustees to provide on-call services in August 2023, submitted a proposal for the Additional Services Request ("ASR") at a cost not to exceed \$24,900; and,

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

**WHEREAS**, the Administration, Finance Committee, and Capital Projects Advisory Committee recommend approving the Services;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve the Services with DiCara Rubino Architects of Wayne, New Jersey, as described herein at a cost not to exceed \$24,900.

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

**5. Resolution Authorizing Agreement for Monthly Parking with Square Parking LLC**

**WHEREAS**, Hudson County Community College ("College") needs to provide parking for faculty and staff due to the loss of the Enos and Jones parking lots which is the future site of the Academic Tower; and,

**WHEREAS**, the College wishes to acquire the right to use forty-six (46) parking spaces within Square Parking LLC ("SP") properties; and,

**WHEREAS**, the locations include Square Ramp (Loews) at 808 Pavonia Avenue, Welcome Parking at 10 Enos Place, and Welcome Parking at Newkirk Street; and,

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

**WHEREAS**, SP has submitted a proposal to provide forty-six (46) parking spaces for a total cost not to exceed \$283,200 for two (2) years; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve the agreement with Square Parking LLC of Jersey City, New Jersey, for forty-six (46) monthly parking spaces at a cost not to exceed \$283,200.

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

**6. Resolution Authorizing Purchase of Computers for the Center for Adult Transition (CAT) Simulation Lab**

**WHEREAS**, Hudson County Community College ("College") needs to purchase eleven (11) computers and one (1) hub monitor ("computer systems") for the Center for Adult Transition (CAT) Simulation Lab; and,

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

**WHEREAS**, Dell (New Jersey State Contract #89967) has quoted a price for the computer system and monitor at a cost not to exceed \$44,457; and,

**WHEREAS**, the cost of these services will be funded from the Adult Transition Center grant; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Dell of Round Rock, Texas, to provide the computers and hub monitor as described herein at a cost not to exceed \$44,457.

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

**7. Resolution Authorizing Purchase of Computers for the Cybersecurity Program to be Funded by the Carl D. Perkins Grant**

**WHEREAS**, Hudson County Community College ("College") needs to purchase twenty-four (24) computers for the College's Cybersecurity program; and,

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

**WHEREAS**, Dell (New Jersey State Contract #89967) has quoted a price for the computers at a cost not to exceed \$46,785; and,

**WHEREAS**, the cost of the computers will be funded through the Carl D. Perkins Grant; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Dell of Round Rock, Texas, to provide the computers as described herein at a cost not to exceed \$46,785.

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

**8. Resolution Authorizing Renewal of Review and Testing Course for Registered Nursing Program to be Funded by the Carl D. Perkins Grant**

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

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

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

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

**WHEREAS**, Kaplan submitted a proposal to provide materials at a cost not to exceed \$195 per academic term per student, which represents an 8% increase from the prior year; and,

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

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

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

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

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII., Fiscal, Administrative, Lease and Capital Recommendations 1-8.**

1) Resolution Authorizing Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12); 2) Resolution Approving 2025 Operating Budget; 3) Resolution Authorizing Award of Contract for Ground Maintenance Services at the Culinary Arts Plaza and 263 Academy Street; 4) Resolution Authorizing Additional Services for the 119 Newkirk Street Parking Stackers; 5) Resolution Authorizing Agreement for Monthly Parking with Square Parking LLC; 6) Resolution Authorizing Purchase of Computers for the Center for Adult Transition (CAT) Simulation Lab; 7) Resolution Authorizing Purchase of Computers for the Cybersecurity Program to be Funded by the Carl D. Perkins Grant; and 8) Resolution Authorizing Renewal of Review and Testing Course for Registered Nursing Program to be Funded by the Carl D. Perkins Grant.

**INTRODUCED BY:**

BAKARI LEE

**SECONDED BY:**

PAMELA GARDNER

**DATE:**

April 16, 2024

DeFazio, Edward

AYE

Doria, Joseph

ABSENT

Gardner, Pamela

AYE

Gargiulo, Frank

ABSENT

Kenny, Roberta

AYE

Lee, Bakari

AYE

Peña, Jeanette

AYE

Rodriguez, Silvia

AYE

Stahl, Harold

ABSENT

Netchert, William, Chair

AYE

7 Aye 0 Nay

Alexa Riano  
Signature of Recorder

\*\*\*RESOLUTION ADOPTED\*\*\*

04/16/2024  
Date

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

**April 16, 2024**

**VIII. PERSONNEL RECOMMENDATIONS**

**1. RESIGNATIONS**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>
Caroline	Arreaga	Social Worker	May 17, 2024
Samantha	Ceballo	Senior Assistant Director	April 1, 2024
Afrodita	Hernandez	Student Success Coach, Gateway to Innovation (Grant-funded)	March 1, 2024
Elizabeth	Ryan	Senior Assistant Director	March 31, 2024
Pedro	Santiago	Assistant Director, Student Life	March 8, 2024

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

**2. APPOINTMENT OF FULL-TIME STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Annual Salary</b>
Reda	Agourram	Support Analyst	111	April 17, 2024	\$ 50,113.00
Jamilah	Moudiab	Director, Diversity, Equity and Inclusion for Veterans Affairs and International Student Services	119	April 17, 2024	\$ 92,000.00
Thomas	Stokes	Development Manager	117	May 1, 2024	\$ 113,776.14

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

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Denisse	Carrasco	Healthcare Coordinator, Gateway to Innovation (Grant-funded)	109	May 1, 2024	June 30, 2024	\$ 47,479.50
Laurice	Dukes	Associate Director, Gateway to Innovation (Grant-funded)	113	May 1, 2024	June 30, 2024	\$ 61,800.00
Evani	Greene	Student Success Coach, Gateway to Innovation (Grant-funded)	109	May 1, 2024	June 30, 2024	\$ 47,479.50
Rossella	Lopez	Admissions Advisor	109	April 13, 2024	June 30, 2024	\$ 47,202.93
Amanda	Luskin	Coordinator	109	April 17, 2024	December 31, 2024	\$ 47,202.93
Maria Lita	Sarmiento	Alumni Manager, Gateway to Innovation (Grant-funded)	112	May 1, 2024	June 30, 2024	\$ 57,768.58

**RECOMMENDATION:**

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

**4. AUTHORIZATION OF PART-TIME STAFF THROUGH APRIL 2025, AS NEEDED**

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>DEPARTMENT</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Phill	Carrillo	ADJ Academic Support Services	CRN Academic Coach	CRN Academic Coach 21-603020	Kenny Fabara
Gabriela	Hoffman	ADJ Academic Support Services	Tutor	TUTOR 11-252010	Kenny Fabara
Laura	Robertson	ADJ Academic Support Services	CRN Academic Coach	CRN Academic Coach 21-603020	Kenny Fabara
Sawsan	Sider	ADJ Academic Support Services	Tutor	TUTOR 11-252010	Kenny Fabara
Elizabeth	Ryan	Advisement	Advisement	PT ADVISOR-HUDSON SCHOLARS	Gretchen Schulthes
Ximena	Arenas Valle	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Pilar	Arsenec	Continuing Education and Workforce Development	PT Mentor	MENTOR-603091	Maritza Reyes
Kiri	Bermack	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jacquelyn	Bird	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Vincent	Borrelli	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Martine	Cadet	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Trinidad	Dela Rosa	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Belen	Deri	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Carlos	Fernandez-Chinchilla	Continuing Education and Workforce Development	PT Instructor	PTINST-103005; PTINST-603091	Catherina Mirasol; Maritza Reyes
Jonathan	Goodman	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Djouher	Hamadou	Continuing Education and Workforce Development	PT Mentor	MENTOR-603091	Maritza Reyes
George	Haniotis	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Velia	Hoffman	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Mary	Ibrahim	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Inez	Johnson	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Felicia	Kazin Penchina	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Christine	Kelly	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Paola	Leon	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Johanna	Mejia	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Maurice	Patterson	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Camila	Pazmino-Izquierdo	Continuing Education and Workforce Development	PT Mentor	MENTOR-603091	Maritza Reyes
Perla	Peralta	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Misti	Proenza	Continuing Education and Workforce Development	PT Mentor	MENTOR-603091	Maritza Reyes
Joanne	Rivera	Continuing Education and Workforce Development	PT Mentor	MENTOR-603091	Maritza Reyes
Jose	Sanchez	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell

Elizabeth	Santiago	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Norman	Smart	Continuing Education and Workforce Development	PT Coordinator	PTCORD-603091	Maritza Reyes
Rene	Sorto	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Cynthia	Srednicki	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jose	Torre	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Sam	Varghese	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005 and HCINST-601515	Anita Belle; Samaya Yashayeva
Marolla	Youakim	Continuing Education and Workforce Development	PT Mentor	MENTOR-603091	Maritza Reyes
Shafique	Naveed	Equal Opportunity Fund	Educational Opportunity Fund (EOF)	EOFTUT-150515	Jose Lowe
Arnoush	Abedian	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Zurisadai	Aguirre	Financial Aid	PT Office Assistant	200520	Sylvia Mendoza
Giovanna	Machado- Requena	Financial Aid	PT Office Assistant	200520	Sylvia Mendoza
Sidney	Soogrim	Financial Aid	PT Office Assistant	200520	Sylvia Mendoza
Rebekah	Isaac	Human Resources	HR Administrator	HR-ADMIN	Anna Krupitskiy
Susannah	Pryce	Humanities and Social Sciences	Figure Model	OFFAST-101025	Laurie Riccadonna
Ronnie	Feliz	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Thomas	Larson	Mental Health Counseling and Wellness	PT Social Worker	PTSW-252033	Doreen Pontius-Molos
Devika	Puran	Nursing and Health Professions	Skills Lab/Tutor	TUTOR-101017	Eva Racine

**RECOMMENDATION:**

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

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

<b>First Name</b>	<b>Last Name</b>	<b>School/Office</b>
Abu Muhammad	Faisal	STEM
Mariko	Nakane	Humanities and Social Sciences



**RECOMMENDATION:**

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

**6. MODIFICATIONS TO STAFFING TABLE**

<b>Current Approved Title</b>	<b>New Title/Classification</b>	<b>Incumbent (If applicable)</b>	<b>Salary Grade and Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
Social Worker	Mental Health Counselor	Deliana Acosta	Salary Grade From: 108 To: 113 Salary Change From: \$52,045 To: 60,376.80	April 16, 2024
Manager, Purchasing	Associate Director, Purchasing	Liliam Hogan	Salary Grade From: 113 To: 115 Salary Change From: \$74,724.65 To: \$82,233.37	April 16, 2024
Vice President for Advancement and Communications	Vice President for Advancement and Communications and Executive Director of HCCC Foundation	Nicole B. Johnson	N/A	April 16, 2024
Financial Advisor	Assistant Director of Financial Aid	Ana Moran	Salary Grade From: 109 To: 113 Salary Change From: \$66,384.12 To: \$70,790.45	April 16, 2024
Director, Mental Health and Counseling	N/A	Doreen Pontius	Salary Change: From: \$76,112 To: \$83,112	April 16, 2024
Associate Dean, Advisement	N/A	Gretchen Schulthes	Salary Change: From: 88,255 To: \$100,000	April 16, 2024
Director, Institutional Research	Assistant Vice President, Institutional Research and Planning	John Urgola	Salary Grade From: 119 To: 120 Salary Change From: \$77,611 To: \$100,000	April 16, 2024
Coordinator, Hudson Helps	Basic Needs Social Worker	N/A	Salary Grade Change From: 109 To: 111	April 16, 2024
N/A	Student Success Coach, Waterworks Utility Program (Grant-funded)	N/A	Salary Grade 109	April 16, 2024

**RECOMMENDATION:**

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

**7. RESOLUTION TO GRANT EMERITUS/EMERITA STATUS**

**WHEREAS**, the Board of Trustees ("Board") approved a Policy on Emeritus/Emerita Status to recognize contributions of long-serving and distinguished faculty and staff upon retirement from Hudson County Community College; and,

**WHEREAS**, the following individuals served the College with evidence of substantive contributions and distinguished service to the College in conformance with approved emeritus/emerita status criteria:

<b>Name</b>	<b>Proposed Title</b>	<b>Discipline</b>
Joseph Colicchio	Associate Professor Emeritus	Humanities and Social Sciences
Elaine Foster	Professor Emerita	Humanities and Social Sciences
Lloyd Kahn	Professor Emeritus (Posthumous)	STEM
David Rosenthal	Professor Emeritus (Posthumous)	STEM

**WHEREAS**, the President, Administration, and Personnel Committee recommend granting Emeritus/Emerita Status to the individuals noted in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees grant Emeritus/Emerita Status to the individuals above.

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

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-7.**

1) Resignations; 2) Appointment of Full-time Staff; 3) Appointment of Temporary Full-time Staff; 4) Authorization of Part-time Staff, as Needed; 5) Appointment of New Hire Adjunct Instructors; 6) Modifications to Staffing Table; and 7) Resolution to Grant Emeritus/Emerita Status.

**INTRODUCED BY:** JEANETTE PEÑA

**SECONDED BY:** PAMELA GARDNER

**DATE:** April 16, 2024

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

7 Aye 0 Nay

**\*\*\*RESOLUTION ADOPTED\*\*\***

Alexa Riano  
Signature of Recorder

04/16/2024  
Date

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

**April 16, 2024**

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS**

**1. Resolution Authorizing Recognition of April 2024 as Hudson County Community College Month**

**WHEREAS**, the more than thirteen hundred community and technical colleges in the United States, public and private, have contributed enormously to the richness and accessibility of American higher education; and,

**WHEREAS**, by providing educational opportunities at costs and locations accessible to all who are qualified, community and technical colleges have greatly enhanced the opportunity for every ambitious student to enter a postsecondary school program, and as community-based institutions, our schools provide varied programs and offer specialized training for more than one thousand occupations; and,

**WHEREAS**, Hudson County Community College ("College") aspires to offer consistently best-practice, transformative educational and economic opportunities for our students and all residents of Hudson County as one of the nation's leading and most diverse urban community colleges; and,

**WHEREAS**, the 2017 Equality of Opportunity Project ranked the College in the top 5% of 2,200 education institutions for improving students' social mobility; and,

**WHEREAS**, the College's Foundation has raised over \$3.5 million for student scholarships to date; and,

**WHEREAS**, the College has awarded over \$2.6 million to 1,228 students through the Community College Opportunity Grant in Academic Year 2023-2024; and,

**WHEREAS**, the College is the largest of four higher education institutions in Hudson County with an unduplicated enrollment of approximately 20,000 credit and non-credit students, and operates campuses in Jersey City and Union City as well as an off-site location in Secaucus at the Hudson County Schools of Technology Frank J. Gargiulo Campus; and,

**WHEREAS**, the College has invested in facilities that support students' learning and overall success such as a state-of-the-art STEM building, an award-winning library building, a signature culinary arts building, a studio theatre classroom, a Bloomberg Finance lab, a park outside of 161 Newkirk Street, a new student center located at 81 Sip Avenue, a comprehensive campus in Union City at which a new café was recently installed, and a forthcoming comprehensive center dedicated to student success; and,

**WHEREAS**, the College offers more than 90 degree and certificate programs, including nationally recognized and accredited programs in Culinary Arts, a Computer Science Cybersecurity program that has been recognized as a Center of Academic Excellence by the National Security Agency, and a Medical Assisting program that was awarded programmatic accreditation from the Commission on Accreditation of Allied Health Education Programs; and,

**WHEREAS**, the College has engaged with local K-12, university, and industry partners to provide students with a wide array of academic and career pathways, including Eastern Millwork, Inc. in the field of Advanced Manufacturing, the International Brotherhood of Electrical Workers Local 164 in the field of Construction Management, and the International Union of Operating Engineers Local 825 in the field of Technical Studies; and,

**WHEREAS**, 13 students in the College's Early College Program earned associate degrees ahead of their high school diplomas in May 2023; and,

**WHEREAS**, the College has developed new academic programs in Metalworking, Construction Technology, Construction Administration, and Cannabis Studies, and has experienced significant growth in its inventory of courses and programs that are delivered fully online to meet the needs of the local community and labor market; and,

**WHEREAS**, the School of Science, Technology, Engineering, and Mathematics received "Insight Into Diversity" Magazine's 2023 "Inspiring Programs in STEM" award and the School of Business, Culinary Arts, and Hospitality Management received "Insight Into Diversity" Magazine's 2024 "Inspiring Programs in Business" Award; and,

**WHEREAS**, the College was awarded a Title V grant through the U.S. Department of Education in the amount of \$3 million to expand educational opportunities and promote academic attainment of students, with a focus on Hispanic and Latino students, through "The Golden Door/La Puerta Dorada" project; and,

**WHEREAS**, to date, 272 students have been awarded the Proficiency Certificate in ESL; and,

**WHEREAS**, the School of Continuing Education and Workforce Development's "Gateway to Innovation" Program received an award of \$25,000 from Citizens Philanthropic Foundation; and,

**WHEREAS**, the College has partnered with the Hudson County Department of Housing and Community Reintegration and the New Jersey Reentry Corporation (NJRC) to provide education and training programs that lead to gainful employment for individuals who are currently, or were previously, incarcerated; and,

**WHEREAS**, HCCC has received \$150,000 to date from the All Within My Hands Foundation's Metallica Scholars Initiative Award for its Welding program at NJRC; and,

**WHEREAS**, in partnership with NJRC, the College received more than \$300,000 from the New Jersey Council of County Colleges to offer a Summer Training Institute for 175 court-involved young adults; and,

**WHEREAS**, 28 members of the College's faculty and staff have been celebrated for their commitment to professional development as recipients of the 2024 National Institute for Staff and Organizational Development (NISOD) Excellence Award and 25 faculty and staff have been acknowledged with the League for Innovation in the Community College's League Excellence Award in 2024; and,

**WHEREAS**, members of HCCC's faculty have been celebrated for their commitment to student success as recipients of the American Association of Community College's Dale P. Parnell Faculty Distinction Recognition in 2019, 2020, 2023, and 2024, and the Association of Community College Trustees' (ACCT) Northeast Regional Faculty Member Award in 2021; and,

**WHEREAS**, 72 faculty have earned at least one Association of College and University Educators (ACUE) teaching credential to date; and,

**WHEREAS**, HCCC was named as finalist for seven of 11 American Association of Community Colleges (AACC) 2024 Awards of Excellence and was named a winner in three of those categories: CEO of the Year, Faculty Member of the Year, and Student Success; and,

**WHEREAS**, two HCCC employees were selected to participate in the 2023-24 Hispanic Association of Colleges and Universities (HACU) Leadership Programs; and,

**WHEREAS**, 22 new full-time, tenure-track faculty were appointed over the last two years; and,

**WHEREAS**, the College is committed to supporting students beyond the classroom by promoting a culture of care across its campuses that includes food pantries on both campuses, a clothing closet, mental health counseling services, and an emergency fund for students' use, and has been awarded the Campus Prevention Network Seal of Prevention by Vector Solutions; and,

**WHEREAS**, HCCC has received significant grant funding from Aspen Institute's Ascend Parent Advisors, the Ellucian Foundation, and the PSE&G Foundation to advance its culture of care; and,

**WHEREAS**, in support of its commitment to serving student-parents, HCCC joined Generation Hope's "Family U" Program in 2023; and,

**WHEREAS**, the College has maintained a commitment to innovation and leadership in higher education by investing federal stimulus funding to create the Hudson Scholars program, which is a developed-to-scale student success program that has received national recognition; and,

**WHEREAS**, the College's Hudson Scholars Program was recognized with the 2023 National Bellwether Award for Instructional Programs and Services, the 2024 National Bellwether Legacy Award, and a prestigious \$100,000 signature grant from The Provident Bank Foundation; and,

**WHEREAS**, through its engagement with the Aspen Institute and American Association of State Colleges and Universities' Transfer Intensive Program, HCCC developed a robust transfer pathway, the CONNECT Program, with New Jersey City University, which is the transfer destination for the majority of HCCC students; and,

**WHEREAS**, the College has maintained a laser-like focus on student success through its engagement with Achieving the Dream and has experienced an increase of 77% in its 3-year graduation rate over the past 4 years while anticipating another significant increase in 2024; and,

**WHEREAS**, the College was recognized in February 2024 as a Leader College of Distinction by Achieving the Dream and successfully completed its engagement with Achieving the Dream's Racial Equity Leadership Academy (RELA 2.0); and,

**WHEREAS**, the College is a leader among its peers for its President's Advisory Council on Diversity, Equity, and Inclusion (PACDEI), its DEI Action Plan, and its programming and professional development opportunities around social justice issues, particularly its DEI Student Passport Program; and,

**WHEREAS**, the College's Center for Teaching, Learning, and Innovation hosted its third annual Teaching and Learning Symposium on Social Justice in Higher Education, which consisted of 62 presenters and attracted 1,398 attendees from 114 four-year institutions and 47 community colleges in 31 states as well as participants from two international colleges and many state, civil, and social service organizations; and,

**WHEREAS**, the College was recognized for its Diversity, Equity and Inclusion initiatives as the recipient of the "INSIGHT Into Diversity" 2023 Higher Education Excellence in Diversity (HEED) Award for the third consecutive year; and,

**WHEREAS**, the College was recognized for the third consecutive year as a Most Promising Place to Work in Community Colleges by the National Institute for Staff and Organizational Development (NISOD) and "Diverse: Issues in Higher Education"; and,

**WHEREAS**, the College was recognized as a 2023 "Great College to Work For" by ModernThink and received special designation as a "Great Colleges to Work For" Honor Roll institution; and,

**WHEREAS**, the College received the Hispanic Association of Colleges and Universities (HACU) Outstanding Member Institution Award and was selected to host a "HACU on the Road" event on its Journal Square Campus; and,

**WHEREAS**, HCCC students have been celebrated as recipients of the Jack Kent Cooke Scholarship, the Goldwater Scholarship, the DREAM Scholar recognition, the Harvey Lincoln Student Scholarship, and the Kaplan Leadership Scholarship, among others; and,

**WHEREAS**, the College has two student semi-finalists for the 2024 Jack Kent Cooke Scholarship; and,

**WHEREAS**, the HCCC Beta Alpha Phi chapter of Phi Theta Kappa (PTK) International Honor Society has earned the distinction of Five Star Chapter Status, which is Phi Theta Kappa's highest level of recognition; and,

**WHEREAS**, Dr. Chris Reber has been recognized as a Phi Theta Kappa (PTK) Honor Society Paragon President and in 2024 will receive PTK International Honor Society's most prestigious award, the Shirley B. Gordon Award of Distinction; and,

**WHEREAS**, College leaders have been recognized with the following awards from PTK: PTK 2022 Distinguished College Administrator Award and PTK 2022, 2023 and 2024 Continued Excellence Award for Advisors; and,

**WHEREAS**, President Reber was recognized with the Association of Community College Trustees (ACCT) 2022 Northeast Regional Chief Executive Officer Award, the 2022 Education Leader Award by the Hispanic State Parade of New Jersey, the Hudson County Chamber of Commerce 2021 "Legends Spirit Award," and, for the third consecutive year, was named to the NJBIZ Education Power 50 List; and,

**WHEREAS**, President Reber was honored in 2023 by Hudson County Latin American Chamber of Commerce as Education Leader of the Year and has the distinction of being the only community college president invited to serve on the national Business Higher Education Forum (BHEF); and,

**WHEREAS**, Board of Trustees Chair William Netchert was recognized as the 2019 Association of Community College Trustees M. Dale Ensign Trustee of the Year for the Northeastern United States; and,

**WHEREAS**, Board of Trustees Vice Chair Bakari Lee provided national community college leadership as the former chair of the Association of Community College Trustees and was recognized as the AACC 2023 M. Dale Ensign Trustee of the Year; and,

**WHEREAS**, Board of Trustees Secretary/Treasurer Pamela Gardner was elected for a second term to the Association of Community College Trustees' Diversity, Equity, and Inclusion Committee; and,

**WHEREAS**, the College is committed to serving as the community's college through continued engagement with its African American Outreach Committee and its Latino Advisory Council; and,

**WHEREAS**, in recognition of the important contribution of community and technical colleges to our total educational system, the United States Congress authorized and requested then President Ronald Reagan to issue Proclamation 5418 establishing a National Community College Month in 1985; and,

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend recognizing April 2024 as Hudson County Community College Month;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College recognize April 2024 as Hudson County Community College Month.

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

**2. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and PDI Health for Clinical Experiences in HCCC's Radiography Program**

**WHEREAS**, Hudson County Community College ("College") offers a Radiography Program ("Program") through its School of Nursing and Health Professions that is accredited by the State of New Jersey and the Joint Review Committee on Education in Radiologic Technology ("JRCERT"); and,

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

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

**WHEREAS**, PDI Health ("Company") operates mobile radiographic imaging equipment and travel to offices, healthcare facilities, and residences to provide radiological services; and,

**WHEREAS**, the Company has agreed to permit students enrolled in the College's Radiography Program ("Students") to travel with the Company in its provision of radiological services ("Ride Along Services"); and,

**WHEREAS**, Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with the Company to establish their respective rights, responsibilities, and obligations in connection with the Ride Along Services; and,

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

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the Affiliation Agreement between Hudson County Community College and PDI Health;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Affiliation Agreement between Hudson County Community College and PDI Health, retroactive to January 1, 2024.

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

**3. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and New Jersey Imaging Network (NJIN) for Clinical Experiences in HCCC's Radiography Program**

**WHEREAS**, Hudson County Community College ("College") offers a Radiography Program ("Program") through its School of Nursing and Health Professions that is accredited by the State of New Jersey and the Joint Review Committee on Education in Radiologic Technology ("JRCERT"); and,

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

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

**WHEREAS**, The New Jersey Imaging Network, located at 600 Pavonia Avenue, Jersey City, New Jersey 07306 ("NJIN Pavonia"), has the capacity to meet the needs of the Program; and,

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

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

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the Affiliation Agreement between Hudson County Community College and The New Jersey Imaging Network located at 600 Pavonia Avenue, Jersey City, New Jersey 07306;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Affiliation Agreement between Hudson County Community College and The New Jersey Imaging Network, 600 Pavonia Avenue, Jersey City, New Jersey 07306, retroactive to April 1, 2024.

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

**4. Resolution Authorizing Negotiation of an Agreement Between Hudson County Community College (HCCC) and Cassandra Consultants, LLC**

**WHEREAS**, Hudson County Community College (“College”), as one of the nation’s leading and most diverse urban community colleges, aspires to offer consistently best-practice, transformative educational and economic opportunities for its students and all residents of Hudson County; and,

**WHEREAS**, the College desires to support students and community residents in benefitting from Cannabis legalization; and,

**WHEREAS**, Hudson County Community College (“College”) offers non-credit and credit-bearing Cannabis programs (“Programs”) through its School of Continuing Education and Workforce Development and its School of Business, Culinary Arts, and Hospitality Management, respectively; and,

**WHEREAS**, the College seeks to negotiate an Agreement (“Agreement”) with Cassandra Consultants, LLC, to establish a joint venture to cross-promote cannabis impairment education within New Jersey; and,

**WHEREAS**, a series of non-binding provisions for the proposed joint venture are detailed in a Letter of Intent (“LOI”) from Cassandra Consultants, LLC to the College, dated March 18, 2024; and,

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the negotiation of an Agreement between Hudson County Community College and Cassandra Consultants, LLC;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Administration to execute a final agreement with Cassandra Consultants, LLC, which is consistent with the terms of the Letter of Intent, effective March 18, 2024.

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



**5. Resolution Authorizing No Cost Extension to the Existing Agreement Between Hudson County Community College (HCCC) and the Hudson County Department of Family Services and Reintegration (HCDFSR) (formerly the Hudson County Department of Housing and Community Reintegration) for the Continued Delivery of the Skills Training Academy**

**WHEREAS**, Hudson County Community College ("College") and the Hudson County Department of Family Services and Reintegration ("HCDFSR") (formerly the Hudson County Department of Housing and Community Reintegration); collectively, the Parties ("Parties"), entered into an Agreement for the delivery of the Skills Training Academy that was executed on May 1, 2023 (the "Agreement"); and,

**WHEREAS**, the term of the Agreement concludes on April 30, 2024; and,

**WHEREAS**, the Parties desire to extend the term of the Agreement for an additional three (3) months so that the Agreement concludes on July 31, 2024; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the no cost extension to the existing Agreement between Hudson County Community College and the Hudson County Department of Family Services and Reintegration;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize this no cost extension to the existing Agreement between Hudson County Community College and the Hudson County Department of Family Services and Reintegration, effective upon the date of last signature.

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

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1-5:**

1) Resolution Authorizing Recognition of April 2024 as Hudson County Community College Month; 2) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and PDI Health for Clinical Experiences in HCCC's Radiography Program; 3) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and New Jersey Imaging Network (NJIN) for Clinical Experiences in HCCC's Radiography Program; 4) Resolution Authorizing Negotiation of an Agreement Between Hudson County Community College (HCCC) and Cassandra Consultants, LLC; and, 5) Resolution Authorizing No Cost Extension to the Existing Agreement Between Hudson County Community College (HCCC) and the Hudson County Department of Family Services and Reintegration (HCDFSR) (formerly the Hudson County Department of Housing and Community Reintegration) for the Continued Delivery of the Skills Training Academy.

**INTRODUCED BY:**

SILVIA RODRIGUEZ

**SECONDED BY:**

PAMELA GARADNER

**DATE:**

April 16, 2024

DeFazio, Edward

AYE

Doria, Joseph

ABSENT

Gardner, Pamela

AYE

Gargiulo, Frank

ABSENT

Kenny, Roberta	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Peña, Jeanette	<u>AYE</u>
Rodriguez, Silvia	<u>AYE</u>
Stahl, Harold	<u>ABSENT</u>
Netchert, William, Chair	<u>AYE</u>

\*Trustee Jeanette Peña Abstained from Resolution 4

7 Aye 0 Nay

\*\*\*RESOLUTION ADOPTED\*\*\*

Alexa Riano  
Signature of Recorder

04/16/2024  
Date

## ***Supporting Documents***

***[Click Here for Supporting Documents](#)***

HUDSON COUNTY COMMUNITY COLLEGE  
AND PDI HEALTH AFFILIATION RIDE ALONG PROGRAM AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_ of \_\_\_\_ 2024 between PDI Health (the "Organization"), with its Headquarters located at 2 Spencer St, Brooklyn, NY 11205 and Hudson County Community College, (the "School") for the provision of clinical experience for the School's Students ("Students") enrolled at School.

**WHEREAS**, School has established an approved professional training program ("Program") for the education of **Radiography** Students ("Students"), which Program is accredited by the **State of New Jersey and JRCERT**; and

**WHEREAS**, School desires to have its Students obtain clinical observation experience in patient care at Company; and

**WHEREAS**, Company operates mobile radiographic imaging equipment and travel to offices, healthcare facilities, and residences to provide radiological services; and

**WHEREAS**, Company has agreed to permit Students to travel with the Company in its provision of radiological services ("Ride Along Services"); and

**WHEREAS**, the parties desire to enter into this Agreement to establish their respective rights, responsibilities, and obligations in connection with the Ride Along Services.

**NOW, THEREFORE**, in consideration of the agreements herein contained, it is hereby mutually agreed between School and Company as follows:

1. TERM

This Agreement covers the period from January 1, 2024 to January 1, 2026, and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

2. SCHOOL RESPONSIBILITIES

- A. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational portion of the Ride Along Services, (the "Educational Program").
- B. The School will respect the autonomy of the Company to set its rules and requirements in connection with its delivery of mobile radiological services to patients.
- C. The School will assign a Faculty member and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Company liaison and/or clinical personnel.
- D. The School will work cooperatively with the Company staff in selecting and assigning clinical experiences to Students. Clinical experiences will not be assigned until agreed upon by both parties.
- E. During their participation in the Ride Along Services, School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Company.

- F. The parties shall agree on a schedule for the Ride Along Services two (2) months in advance of the scheduled services. The School will provide the Company with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation. The participation of each Student shall be for one day per week per student.
- G. The School will provide an in-service training session at a mutually agreed upon day and time for Company staff to outline the clinical competency aspects of the Program.
- H. The Company will provide a one-day ride along in-service training session to outline the clinical competency aspects of the Ride Along Services Program—
- I. The School will work with the Company to assign Company staff ~~sonographers~~/radiographers as clinical instructors and provide necessary continuing education for Company staff on mutually agreed upon days and times.
- J. The Company agrees to pick-up and drop-off of assigned Students at 870 Bergen Avenue, Jersey City, NJ 07306. The parties shall agree on a pick-up and drop-off schedule.
- K. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.
- L. School assures that all Faculty and Students participating in any clinical activities with the Company will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Company.
- M. The Company shall be responsible for all aspects of transportation, including the provision of applicable insurance to cover all vehicles. In no instance shall a Student be permitted to drive any of the vehicles. The Company shall be responsible for all vehicular accidents and related damages, and shall not look to the School's, Faculty's or Student's insurance to cover any portion thereof.
- N. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - i. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - ii. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - iii. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered

immune.

3. COMPANY RESPONSIBILITIES: In addition to any other obligations noted above or herein,
  - A. Company will designate a liaison to coordinate with Faculty.
  - B. Company will remain ultimately responsible for patient care in connection with the Ride Along Services Program. Company shall ensure that Students do not provide any care to patients.
  - C. Company will cooperate with the School and its Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
  - D. Company will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period. Company shall, at all times remain responsible for patient care.
  - E. Company will provide the School and its Faculty with copies of the Company's policies and procedures and will advise the School and its Faculty of policy and/or service charges which may have an impact on Student education.
  - F. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Company, the School shall be notified immediately. The Company may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
  - G. An orientation will be provided by Company for Faculty and Students prior to commencement of the clinical experience.
  - H. Company will observe the School's calendar with respect to school holidays, school closures, and vacation periods. Students shall not participate in the Ride Along Services Program on days when the School is closed. School shall endeavor to provide prompt notice of any unplanned School closure..
  - I. Company shall immediately advise School of any possible Student/Faculty exposure to contagious diseases that become known during or following the clinical experience.
  - J. Company will provide space for Student record maintenance, including JCERT required program documentation.
  - K. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
  - L. Company will provide information and/or reports needed or requested by the

School for compliance with accreditation.

- M. Company will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
- N. Company will provide release time to Company staff radiographers designated as clinical instructors, as requested.
- O. Company shall provide adequate staffing at the Company so that Students are never used as Company staff replacements.

#### **4. MUTUAL RESPONSIBILITIES**

- A. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Company at least one week before the beginning of each semester.
- B. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Company. Prior to requesting withdrawal of a Student, a Company representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Company shall maintain the right to withdraw Students.
- C. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
- D. Company retains the right to have a Student or Faculty excluded from Company. Company maintains the right to immediately remove a Student from Company if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Company in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Company may require to prevent interference with its proper operation. Company will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Company.
- E. The Company and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
- F. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Company will make every effort to inform the School of such changes at least one week in advance of that time period.

## 5. INSURANCE

- A. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
- B. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
- C. The Company warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Company. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Company shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
- D. Company shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Company, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Company agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Company's employees or agents in connection with their duties at the Company. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## 6. TERMINATION



- A. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
- B. . This Agreement may be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
- C. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement immediately by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
- D. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or

Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

- E. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax-exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

- F. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

## **7. MISCELLANEOUS**

- A. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.

- B. Security and Privacy. The Parties acknowledge that Company is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Company, the Parties agree that said Students and Faculty are deemed to be part of Company's workforce for HIPAA compliance purposes and subject to the Company's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.

- C. Confidentiality.

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

- B. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (herein after, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:

- i. Take all reasonable steps to hold Confidential Information in confidence
- ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
- iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.

- C. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution

of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.

- D. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term thereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
- E. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Company and School.
- F. Neither Company nor School is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Company or School, nor shall it in any way alter the control of the management, operation, and affairs of either Company or School; it being the intent of this Agreement that Company and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.
- G. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Company:  
Preventive Diagnostics: PDI  
12 Spencer Street  
Brooklyn, NY 11205  
Attention: Legal Department

As to School:  
Cheryl Cashell, MS, R.T. (R)(M) (QM)  
Hudson County Community College Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

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- H. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without

prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

- I. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval, which may be revoked at any time.
- J. No Fee. It is agreed and understood that Company and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
- K. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
- L. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
- M. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
- N. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
- O. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
- P. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
- Q. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
- R. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.

- S. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
- T. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Company and School.
- U. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
- V. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
- W. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: \_\_\_\_\_  
Dr. Chris Reber, President

PDI Health

By: \_\_\_\_\_  
CEO

HUDSON COUNTY COMMUNITY COLLEGE  
AND  
THE NEW JERSEY IMAGING NETWORK AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_ of \_\_\_\_ between New Jersey Imaging Partners, Inc., (the "Imaging Center") located at **600 Pavonia Avenue, Jersey City, New Jersey 07306** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

**A. TERM**

This Agreement covers the period from April 1, 2024 through April 30, 2026, and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

**B. SCHOOL RESPONSIBILITIES**

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned by the School and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.



10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students are required to meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.
  - d. Updated COVID and FLU vaccines.

#### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious disease that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are never used as Imaging Center staff replacements.

#### **D. MUTUAL RESPONSIBILITIES**

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students and shall be responsible for its determination to withdraw any Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if Imaging Center determines that a Student's behavior is unsafe, disruptive, detrimental to patient care, or violative of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude or remove a Student from Imaging Center.



5. The Imaging Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. INSURANCE**

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.

Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## F. TERMINATION

1. Either Party may terminate this Agreement without cause by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate this Agreement without notice by either Party in the event of the revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax-exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.
6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

## G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
  - a. Both School and Imaging Center shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
  - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party; or (iv) required to be disclosed pursuant to applicable law.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.

4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

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

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party to the address set forth below. The notice shall be effective upon receipt (or when receipt is refused).

As to Imaging Center:

New Jersey Imaging Partners, Inc. 1510 Cotner Avenue  
Los Angeles, CA 90025 Attention: Legal Department  
Email: LegalDepartment@radnet.com

As to School:

Cheryl Cashell, MS, R.T. (R)(M) (QM) Hudson County Community College Director, Radiography  
Program Hudson County Community College 870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

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6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.

12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted exclusively to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.
22. Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto, as applicable.
23. Pursuant to N.J.A.C. 17:44-2.2, Imaging Center shall maintain all documentation related to products, transactions or services under this contract (no matter by whom provided) for a period of five years from the date of final payment. Such records shall be made available by Imaging Center to the New Jersey Office of the State Comptroller upon request.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: \_\_\_\_\_

NEW JERSEY IMAGING PARTNERS, INC.

By: \_\_\_\_\_  
Peter Sulovski

# **EXHIBIT A**

## **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont)**

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**Via Electronic Mail Only**

Ara Karakashian, Ed.D.  
Dean  
Business, Culinary Arts, Hospitality Management  
Hudson County Community College  
70 Sip Ave  
Jersey City, NJ 07306  
[akarakashian@hccc.edu](mailto:akarakashian@hccc.edu)

Dr. Karakashian:

The purpose of this letter is to set forth certain non-binding understandings between Cassandra Consultants, LLC (“Cassandra Consultants”), a New Jersey Limited Liability Company, and Hudson County Community College (“HCCC”) in furtherance of a joint venture to cross-promote cannabis impairment education within New Jersey (“Proposed Joint Venture”). Individually, Cassanda Consultants and HCCC shall each be termed a “Party,” and together, “Parties.”

The Proposed Joint Venture will leverage HCCC’s stellar reputation for innovative cannabis industry vocational training with cutting-edge proprietary curricula that Cassandra Consultants has created via our unrivalled Advisory Council of multi-disciplinary, private sector subject matter experts.

The following paragraphs (“Non-binding Provisions”) reflect the mutual understanding of the Parties regarding the basic terms and conditions of the Proposed Joint Venture as of the date hereof.

The Non-binding Provisions are intended as an expression of the Parties’ respective and collective intentions only and not to be legally binding on either Party. Except as expressly provided in any binding written agreement that the Parties may enter into in the future, no past or future action, course of conduct, dealings or failure to act relating to the Proposed Joint Venture, or relating to the negotiation of the terms of the Proposed Joint Venture or any agreement arising therefrom or relating thereto will create any obligation or liability on the part of either Party.

**NON-BINDING PROVISIONS**

1. HCCC, in tandem with Cassandra Consultants’ engagement as curriculum developers and/or lecturers, may develop a certificate program or workplace impairment class(es) within HCCC’s existing or expanded cannabis programs.



2. Cassandra Consultants may provide internships or job opportunities for current and/or future HCCC students and/or graduates to work within the impairment education industry. Cassandra Consultants may also assist HCCC students by linking them with Cassandra Consultants' clients for similar professional roles.
3. HCCC may provide education platforms to the HCCC community, private sector companies, and public entities including law enforcement agencies. For such purposes, Cassandra Consultants would be willing to provide no-cost licensing of its proprietary intellectual property.
4. HCCC may orchestrate a variety of activities including, but not limited to, on-campus training workshops, conferences, colloquia, and symposia to publicize its engagement and to enhance its academic reputation. Cassandra Consultants would be willing to attend such events and to support those engagements.
5. Cassandra Consultants would grant HCCC, in such redacted form as may be required to comply with federal, state, and/or local privacy laws, exclusive academic access to the workplace data which Cassandra Consultants collects. HCCC may use such data for scientific studies to validate field sobriety tests, to study current drug usage trends, and to assess new toxicology technology.
6. HCCC will be positioned to pursue numerous government grants over the next several years through utilization of the Cassandra Consultants workplace empirical data.
7. HCCC may partner with Cassandra Consultants' in-person training throughout New Jersey. Such collaboration can range from co-branding to in-person engagement.
8. HCCC may either host or co-host with Cassandra Consultants conventions and/or expositions at prominent venues throughout New Jersey whose targeted audience includes business leaders.
9. HCCC will achieve state-wide, regional, and potentially national recognition among the vanguard of public institutions of higher education to sponsor impairment policy standard conferred by a cannabis industry regulatory agency.
10. In anticipation of significant projected revenue, the Parties may structure an equitable financial arrangement to optimize mutual economic benefit. Independent of such revenue sharing, Cassandra Consultants would commit to promoting HCCC in presentations and the distribution of collateral materials.
11. Cassandra Consultants is willing to revisit, on an annual basis, the terms of a consummated joint venture.
12. Any termination clause will allow sufficient time for the Parties to rebrand successfully and continue their respective activities without interruption.

Cassandra Consultants greatly appreciates HCCC's consideration of, and hoped-for engagement with, the Proposed Joint Venture. We look forward to the opportunity to formalize our proposed collaboration at the earliest practical opportunity to achieve first-mover advantage in this competitive space.

Agreed to on March 18, 2024.

By:

*Vivek Sahota*

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Vivek Sahota  
Chief Executive Officer  
O/B/O Cassandra Consultants, LLC

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Ara Karakashian, Ed.D.  
Dean  
Business, Culinary Arts, Hospitality Management  
O/B/O Hudson County Community College

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

***April 16, 2024***

**X. NEW BUSINESS**

***None***

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

**April 16, 2024**

**XI. ADJOURNMENT**

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the April 16, 2024 meeting of the Hudson County Community College Board of Trustees be adjourned at 5:35 P.M.

**INTRODUCED BY:** BAKARI LEE

**SECONDED BY:** JEANETTE PEÑA

**DATE:** April 16, 2024

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

7 Aye 0 Nay

**\*\*\*RESOLUTION ADOPTED\*\*\***

Alexa Riano  
Signature of Recorder

03/12/2024  
Date