

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

Regular Meeting – Board of Trustees

Tuesday, May 9, 2023

5:00 P.M.

Mary T. Norton Board Room and Via Zoom

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

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

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

Passcode: 629005

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

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

Pamela Gardner, Secretary/Treasurer

Frank Gargiulo

Roberta Kenny

Bakari Lee, Vice Chair

Daniel Menendez, Student Alumni Representative

William Netchert, Chair

Jeanette Peña

Christopher Reber, President

Silvia Rodriguez

Harold Stahl

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

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

May 9, 2023

II. ROLL CALL

Trustees:

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

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

MEETING INTRODUCTION

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

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

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

May 9, 2023

III. COMMENTS FROM THE PUBLIC

None

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

May 9, 2023

IV. CLOSED SESSION

None

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

May 9, 2023

V. REPORTS

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

ChatGPT and Other Generative AI Tools at HCCC

Patricia Clay, Associate Vice President, Chief Information Officer

Matthew LaBrake, Executive Director, Center for Online Learning

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

May 9, 2023

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of April 11, 2023 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 April 11, 2023.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

Hudson County Community College has received the following grant:

TITLE: *Water Workforce Utility Pilot Program*

AGENCY: *New Jersey Future*

PURPOSE OF GRANT: *To educate, train, and place graduates into employment opportunities within the water sector.*

COLLEGE ADMINISTRATOR: *Lori Margolin*

COLLEGE CONTRIBUTION: *\$0*

AWARD AMOUNT: *\$37,100*

RESOLUTION:

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

INTRODUCED BY: Jeanette Peña

SECONDED BY: Roberta Kenny

DATE: May 9, 2023

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

8 Aye 0 Nay

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

Alexa Piano
Signature of Recorder

05/09/2023
Date

HUDSON COUNTY COMMUNITY COLLEGE

Regular Meeting – Board of Trustees
Tuesday, April 11, 2023
5:00 P.M., In-person and via Zoom

MINUTES

PRESENT: *Edward DeFazio; Pamela Gardner; Frank Gargiulo; Roberta Kenny; Bakari Lee (Vice Chair); Daniel Menendez (Student Alumni Representative); William Netchert (Chair); Jeanette Peña; Christopher Reber; and Silvia Rodriguez.*

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

ABSENT: *Joseph Doria; Harold Stahl.*

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, Sally Elwir, offered the following report.

Hello, Trustees. It is a pleasure seeing you all again.

The Student Government Association (SGA) has been preparing for the end of the school year. On March 29, we held our Town Hall Meeting with Jose Lowe, Director of the Educational Opportunity Fund, and Dr. Heather DeVries, Dean of Academic Affairs and Assessment, as special guests. We also held the Inter-Club Council meeting, and the clubs decided to combine their budgets to host an outdoor movie night on Thursday, April 27 at the Culinary Plaza Park.

We are training potential Executive Board members after our weekly meetings. Elections have begun, and we are running them differently this year. Students interested in an Executive Board position must fill out a form, include the two roles they are interested in, and attach a campaign flyer for votes. In the following SGA Town Hall, candidates will give a speech, and students will have a week to cast their vote.

During our last SGA meeting, Michael Whelpley, Associate Director of Open Educational Resources, presented Zero Cost Textbooks courses and asked for student feedback. Paulina Sonza, Tiana Malcom, and I met with Dr. Heather DeVries and Ilya Ashyman, Executive Director of Engineering and Operations, to decide on furniture for the Honors Lounge. I participated in the ChatGPT subcommittee, and senator Elvis Valcarcel attended the Zero Cost Textbook Course Committee meeting.

Our upcoming events include a campus-wide Easter Egg Hunt on April 19 in collaboration with the Teacher Education Club and the Office of Student Life and Leadership. On April 15, twenty Hudson County Community College (HCCC) students and alums will attend the Student and Alumni Spring Convening along with other community college student leaders and alumni.

Psychology Club attended a psychology conference in Boston and connected with other psychology major students and professionals nationwide. They plan to host a movie night on May 1 about teen romance in collaboration with Hudson Pride. While the movie plays, in another room, students can test anonymously for HIV. Those testing will receive a \$15 Amazon gift card from Hudson Pride.

Phi Theta Kappa (PTK) began recruiting students for the Executive Board for next year and will induct members on April 28 on the sixth floor of Gabert Library.

Business and Accounting Club held their workshop with Bank of America and are collaborating for the outdoor movie night. For the rest of the semester, they are focusing on recruiting Executive Board members and hosting elections.

Latin Society hosted a gaming day event with assistance from the library team by overseeing the virtual reality station. This club is also contributing to the outdoor movie night.

STEM Club hosted a robotics event, teaching students how to build mini robots.

ESL Club has been promoting the writing and speech contest, where winners receive \$100. They are also holding bi-weekly meetings to practice English.

Nursing Club has 40 members to date. They are planning two events, a blood drive with PTK and a campaign brunch with the class of 2023 nurses.

Christian Club is working on its new constitution and planning a worship night at the end of April.

Environmental Club has done amazing work this academic year. They hosted community service of cleaning up around Jersey City and embedded plants in the STEM Courtyard.

It's On Us created a video on "What is Consent." Students were asked what consent means to them.

The last event is the Title IX Workshop on April 12 from noon to 2:00 p.m., held virtually in the Student Lounge of the Student Center at the Journal Square Campus (JSQ) and room 404 at the North Hudson Campus (NHC). This is open to all students, faculty, and staff to spread awareness of sexual assault. We have collaborated with the Title IX team and will offer information on Title IX, including the Care and Concern form, Student Handbook, and Employee Handbook. I thank Paulina Sonza; Omega Dickson; Dean of Student Affairs, Dr. David Clark; Executive Director of NHC, Joseph Caniglia; Vice President of Human Resources, Anna Krupitskiy; Vice President of Diversity, Equity and Inclusion, Dr. Yeurys Pujols; and Associate Director of Student Life and Leadership, Angela Tuzzo, for helping make this possible.

Thank you.

Trustee Lee offered the following remarks.

Sally, that was fantastic. That was one of the best reports you've given regarding clarity, consistency, and information provided. Thank you.

Did I hear that there was training among the Executive Board members as part of the transition? If so, are you training anyone to give spectacular reports like those you offer?

Sally Elwir responded with the following remarks.

Yes, after our weekly meeting, I ask new members to stay for a thirty-minute training. This training also includes a brief rundown on how to provide reports.

Trustee Lee offered closing remarks.

Great job! Ensure that you're training them exactly how you're doing it.

Chairman Netchert offered the following remarks.

I have watched you perform meeting after meeting, and it's like you're in class because you keep getting better and better at giving your report.

Trustee Peña offered the following remarks.

I've noticed you are so much more confident, and public speaking as a skill comes naturally for some; for others, it doesn't. It will serve you well in the future.

2. All College Council Chair's Report

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

Good evening, Trustees, Dr. Reber, and HCCC community members.

At the last All College Council (ACC) general meeting, the Student Remote Class Modality Guidelines Governance Recommendation was approved by the ACC. The three governance recommendations on remote teaching and learning will solidify how students and faculty participate in these remote classes going forward. I thank the Academic Senate and their leadership for incredible work in guiding students and faculty to an enhanced learning environment.

Academic Senate

The subcommittee members working on equity with grading scales have concluded their research and will send their findings to the Office of Academic Affairs.

The subcommittee on ChatGPT is working with Dr. David Clark and Dr. Heather DeVries to include language about AI Assistive Technology as part of the Academic Integrity Statement and an update to the Student Code of Conduct violations verbiage.

Development and Planning Committee

The Javedd Khan Essay Competition deadline is Sunday, April 23. At least one of the two \$500 prizes will be presented to a student that started HCCC in Academic Foundations or ESL Coursework.

Student Life Committee

The College has been invited to join the 2023 Generation Hope FamilyU Cohort – more information to follow.

The "It's on Us: Title IX Workshop" event will be held on April 12 from noon to 2:00 p.m. The presentation is open to the entire college community.

Keischa Taylor joined the Student Life Committee and will represent the student veterans' populations as she is currently interning with this specific cohort through HCCC. We welcome all members of the HCCC community to join a committee to add this valuable work to ACC initiatives.

Space and Facilities Committee

Gender neutral restroom signs for all single-stall restrooms have been posted.

The STEM Courtyard garden project has begun.

Furniture has been placed on the JSQ terrace and will be completed at the NHC terrace soon.

Additionally, Coursedog software training will take place in April for those coordinators active in scheduling classes.

Technology Committee

The committee discussed resource sharing regarding a college-wide platform to share training videos, data, etc. Some departments have their knowledge base, but access is restricted to other departments. Potential technology platforms are being explored.

I will conclude by congratulating the 11 faculty that will be granted promotion as well as the nine faculty granted Emerita/Emeritus status tonight.

Thank you.

Trustee Peña offered the following remarks.

I have a question regarding ChatGPT. Every day, there's something in the news. Is there any guidance from Microsoft or Open AI regarding how colleges could approach issues such as plagiarism?

Dr. Cronrath offered the following remarks.

We asked ChatGPT if it considered its utilization as responsible, ethical, and moral. We received a response from the program, and it's embedded that they are working on it as well. There is more information to come since it's not going away. For example, Open Table now uses ChatGPT in their platform by responding to schedule a reservation at a restaurant. The program is here to stay, adapting and growing. As for the future of education, it is still to be determined.

Trustee Lee offered the following remarks.

Given that the response was from an AI, is that true or accurate? Can we rely on the answer? My understanding is that inaccuracies are not uncommon. If we ask ChatGPT that particular question about academics, are adequate controls being implemented that essentially say, "Yes, that's being worked on?"

Dr. Cronrath offered the following remarks.

The belief is that artificial intelligence is not true intelligence. It's someone programming computers to produce responses. The response was generated by gathering information from many sources. It's not necessarily untrue. We can believe the answer is useful, but we don't have to utilize it because we create our ideas.

Recently, the company, Open AI, has released a press article stating they are working to combat use of the assisted technologies for academic dishonesty.

3. President's Report

President Reber offered the following remarks.

Good evening, Trustees, colleagues and students. It's wonderful to see this large turnout, and, as always, it's great to be back together for our April Meeting.

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

Sally, congratulations for having been named Valedictorian of the Hudson County Community College Class of 2023! We look forward to your remarks as this year's Valedictorian – and to honoring you – at our May 17 Commencement ceremony!

Joining us this evening for a joint reception following the meeting are members of our HCCC Foundation Board of Directors. We greatly appreciate the time, talent, and treasure that our Foundation Directors provide to advance HCCC's Mission, Vision, and Values. I have asked Vice President for Advancement and Communications, Nicole Johnson, to introduce Foundation Board Chair, Monica McCormack-Casey, who will offer brief remarks.

Nicole Johnson offered the following remarks.

Good evening, everyone. I am delighted to introduce HCCC Foundation Board Chair, Monica McCormack-Casey. Monica has served on our board since 2014, and became board chair in 2022. She is a seasoned banker who retired from TDBank and has extensive experience in government banking, business development, and treasury management. She is an alumna of St. Peter's College, now University, and Dickinson High School. You won't find a more passionate advocate for our youth and people in education than Monica. In 2022, she, along with her family, established the Richard J. McCormack Endowed Scholarship in memory of her late brother. They raised an endowment gift of \$25,000, and because of this fund Richard's memory will continue to live on and have an impact on HCCC, which he cared about so deeply.

Please welcome a woman who gives of her time, talent, and resources every day in support of the students served here at HCCC.

Monica McCormack-Casey offered the following remarks.

Thank you, Dr. Reber, Trustees, and everyone here today.

The Foundation's primary goal is to raise scholarship funds so everybody is afforded an opportunity to pursue higher education. As chair, I made it my personal goal because I want to get involved with the community. I want everyone to be aware of what HCCC is accomplishing and have them interact with faculty and staff.

Let me share with you some successes that we've had just this year alone, and it's only April. First, we had our first West Hudson Fundraiser in March 2023 at the Frank Gargiulo Campus of the Hudson County Schools of Technology. We raised a little over \$10,000. We worked with the community school districts, town folks, and volunteers in Harrison, Kearny, and East Newark.

Another success was when I worked with Michelle Vitale, Director of Cultural Affairs for Diversity, Equity, and Inclusion, and Katherine Morales, Directory of Hudson Helps Resource Center. Michelle was seeking supplies for a contemporary peace exhibit, a project can sculpture. Thanks to our board member, Tony Rico, Director of Human Resources, Goya donated over 1,000 cans of food for the project. I also reached out to colleagues from TDbank, on my subcommittee for NHC, and Nick Cavaluzzi, First Vice President of Provident Bank, and they hosted their own food drives. They donated so much food that I am sure the food pantries are stocked up well on both campuses.

Continuing to reach our goal, I began working with Joe Caniglia. Together, we are coming up with ideas for the Foundation to be more involved. We started working with Union City, West New York, and North Bergen community members. We've been brainstorming on programs for NHC, and something's already scheduled for the fall. Also, we are hosting our annual Gulf Outing on July 10; for more details, you may contact Mark Rodrick, Vice President and Senior Financial Advisor of Bridgehaven Financial Advisors and

Chair of the Golf Committee. Lastly, I thank Dr. Ara Karakashian, Dean of the School of Business, Culinary Arts, and Hospitality Management, for supporting the Foundation Subscription Dining Series.

At the end of the day, our goal is the same; we want students to succeed. It gives me much pride and pleasure to be in such a fine organization and receive community support. Thank you for your time.

President Reber resumed his remarks.

Thanks so much, Nicole, Monica, and all members of our Foundation Board.

We look forward to greeting you at the reception following this evening's meeting.

Trustees, included on this evening's agenda is a resolution to grant promotions to 11 full-time faculty following the review and recommendations of our Faculty Promotion Committee, and the recommendation of Vice President for Academic Affairs, Dr. Darryl Jones.

You will also act on a resolution to grant nine retired faculty colleagues Emeritus status in recognition of their contributions of long and distinguished service to HCCC.

I have asked Vice President for Academic Affairs, Dr. Darryl Jones, to speak briefly about each of these esteemed colleagues.

Dr. Jones offered the following remarks.

Good evening, Trustees, Dr. Reber, students, faculty and staff.

It brings me great honor to introduce our promotion recipients for your consideration. These are faculty who continue to exemplify high standards of teaching excellence, service to the College and community, professional development, and scholarly activities. Promotion candidates compile a promotion portfolio, interview with committee members, and receive a recommendation from their dean.

Promoted from Associate Professor to Professor:

Claudia Delgado, Professor of Academic Foundations Mathematics

Claudia notes that one her greatest accomplishments at the college is her involvement on the Academic Foundations Math multicultural team. Through her teaching, she utilized quality programs to ensure that our students are able to grasp the necessary concepts to move confidently through the program.

Dr. Nadia Hedhli, Professor of Biology

Nadia shares that one of her greatest accomplishments was championing and contributing to creating the Environmental Studies dual enrollment agreement with High Tech High School. She also continues to contribute significantly to developing and revising STEM online and hybrid courses.

Catherine Sweeting, Professor of English

Katie was instrumental in the development of the English major and has created eight Literature and English courses. She is a Fulbright Scholar and taught two courses at Fergusson College in Pu Na, India in 2022.

Shannonine Caruana, Professor of ESL

Shannonine states that her main contribution to the College is her commitment to student success through her active involvement in Achieving the Dream. She is instrumental in creating the Javedd Khan Essay Prize and is dedicated to the continuous improvement of the ESL program.

Promoted to Associate Professor are the following faculty:

Dr. Sirhan Abdullah, Associate Professor of Health Services

Sirhan is extremely proud of serving on the Health and Safety and the Return to Campus Task Forces. That expertise afforded him the opportunity to present at a regional webinar in the Middle East. There, he taught school leaders and educators best practices and techniques to teach students during the pandemic.

Dr. Peter Cronrath, Associate Professor of Business

We all know Peter as he currently serves as the Chair of the All College Council. In addition to teaching, he is a faculty mentor for the Goldman Sachs Local College Collaborative. Peter has and continues to participate in the development of Management, Economics and Marketing curricula and programs.

Evgeniya Kozlenko, Associate Professor of ESL

Eva has been a driving force in creating the ESL Proficiency Certificate. A very proud moment for her was her "Critical Thinking Teaching Technique" proposal that was accepted by the International Academic Forum. She will present at their 4th Annual Barcelona Conference on Education in Barcelona, Spain in September 2023. Recently, she presented to a packed audience at the American Association of Community Colleges Annual Conference earlier this month.

Kewal Krishan, Associate Professor of Academic Foundations Mathematics

Kewal is very proud of his collaboration with colleagues in creating and offering various Academic Foundations Math courses. These courses continue to assist students in navigating into college-level courses, ultimately helping reduce the cost of students' college education.

Lester McRae, Associate Professor of Business

Lester is extremely proud of the Certificate in Accounting that he developed. He also ensured that all accounting courses are offered in the online modality, allowing the college to offer a fully online degree in accounting. He continues to develop and maintain relationships with professionals in the accounting field so that our students can benefit from valuable internships and mentorships.

Elana Winslow, Associate Professor of Business

Elana loves to teach and participate in student and college activities. She takes great pride in her work to create and sustain the Holocaust and Armenian Genocide Remembrance events through her work with President's Advisory Council on Diversity, Equity and Inclusion.

Craig McLaughlin, Associate Professor of Psychology

Craig is very proud of his engagement as Coordinator of Psychology. In this capacity, he can help adjunct faculty grow as instructors. But simply put, what Craig listed as his proudest accomplishment is his students' success.

In summary, what is most inspiring about each of the faculty is that even though they are very busy with their work, they are always willing to do more to help their colleagues, the College, and, most importantly, our students.

Special gratitude to Dr. Pamela Bandyopadhyay who chaired the Promotion Committee and all those who served on it. Congratulations to those recommended for promotion.

Our next very important item is to recognize the contributions of long-serving and distinguished faculty who have retired from HCCC. Trustees, as you may recall, you approved the Policy on Conferral of Emeritus/Emerita Status in fall 2022.

The following retired faculty members have served the College with evidence of substantive contributions and distinguished service in conformance with approved emeritus/emmerita status criteria including over 20 years of service. All recipients were nominated by their peers.

Philip Cafasso, Professor of Business, Culinary Arts and Hospitality Management Emeritus

Phil's long service as an Instructor of Culinary Arts began in 1988 after his graduation from our Culinary Arts Institute. Throughout his career, he contributed to two academic divisions: Culinary Arts, and Humanities and Social Sciences. He was twice called upon to serve as the Interim Associate Dean of Humanities and Social Sciences. Phil is known as a wonderful mentor to all, especially our adjunct faculty. After 33 years of service, Phil retired in 2021.

Siroun Meguerditchian, Associate Professor of Business, Culinary Arts and Hospitality Management Emerita

Siroun's exemplary service began in 1986, teaching Table Service for the Culinary Arts Institute. She went on to a leadership role as Associate Dean of the Division for several years. Siroun created an evening program for Culinary students. One of her greatest achievements was HCCC's American Culinary Federation accreditation in 1997. Returning to full-time faculty, she continued to be a true mentor for her colleagues, and extremely dedicated to her students. After 39 years of service, Siroun retired in 2021.

Dr. Thomas Hsieh, Professor of STEM Emeritus

Thomas began his career at the college as an Instructor of Chemistry in 1991. He created many Chemistry courses and was influential in developing the labs. Many of the labs that he created are still in use today. Thomas possessed the ability to teach all levels of Chemistry with passion and a commitment to excellence. Dr. Hsieh retired in 2020 after more than 28 years of dedication.

Dr. Mojdeh Tabatabaie, Professor of STEM Emerita

Mojdeh began her career at the college in 1985. She taught all mathematics courses, from Foundations to Honors. Mojdeh led the STEM Division from 1997 to 2004 and then again as Interim in 2013. She is known for her dedication to the faculty and students she served. To this day, Mojdeh is still personally active at the college as a mentor and friend. Dr. Tabatabaie retired after more than 33 years of dedicated service to the college community.

Dr. Nabil Marshood, Professor of Humanities and Social Sciences Emeritus

Nabil began his career at the College as an instructor in 1986 and contributed enormously to the development of the institution. He served as Chair of the Humanities Division and Acting Associate Dean. He is a published author and frequent guest speaker. Nabil created the Sociology, Anthropology and Humanities programs. Nabil provided guidance, wisdom and warmth to his colleagues. His legacy is cemented as scholar and teacher. After over 35 years, Dr. Marshood retired in 2021.

Salvador Figueras, Professor of Humanities and Social Sciences Emeritus

Salvador Figueras joined the College in 1992 as an instructor teaching several disciplines. Sal developed our Modern Language Program and also served as its coordinator. In 1996, Sal served as the Assistant to the Vice President for Academic Affairs. Sal is described as an extraordinary mentor to his colleagues and

a great role model to many of our students, particularly those of Hispanic heritage. After almost 30 years, Sal retired in 2022.

Barry Tomkins, Professor of Humanities and Social Sciences Emeritus

Hired in 1980, Barry wore many hats. He is best known for the years he led the Humanities Division as Chair and then as the Associate Dean of English. Among many other accomplishments, he developed the Language Arts Degree and the General Education Policy. Barry continues to engage in college activities. Most recently, he participated with other colleagues in creating the Javedd Khan Essay Prize application process. Upon retirement in 2016, Barry served the College for over 35 years, and, in that time, he helped create what the School of Humanities and Social Sciences is today.

Harvey Rubinstein, Professor of Humanities and Social Sciences Emeritus

Harvey is one of the early faculty of the College, hired in 1979. From the very beginning, Harvey helped shape our institution as we know it today. As Professor and Coordinator of Humanities, Harvey was instrumental in building our English and Humanities course offerings. He is known for his mentoring of new faculty and adjuncts. Harvey is also credited with playing an instrumental role in developing the Theatre Arts Program. After over 43 years, Professor Rubinstein retired in 2022.

Denise Philips, Assistant Professor of ESL Emerita

Denise began her career at the College in 1998. She had a profound effect on the growth of the ESL Program. Denise contributed to the ESL Program by developing new courses and supervising adjunct faculty as a coordinator. She is a dedicated teacher who enhances and establishes new techniques for ESL students to navigate through the procedures required to complete their degree. After 22 years, Denise retired in 2021. However, she continues to serve the institution and her students as an adjunct.

Congratulations, faculty! It goes without saying that this honor is more than deserved.

At this point I would like to thank all of the recipients and their guests for attending this special Board of Trustees Meeting. We are so happy for what you do and continue to do for the College.

Thank you very much.

President Reber resumed his remarks.

Thank you, Darryl, and congratulations, valued faculty and faculty emeritus colleagues!

We are all looking forward to our Commencement Ceremony on Wednesday, May 17 beginning at 10:45 a.m. at Red Bull Arena in Harrison. The rain date is Thursday, May 18. Joining us as Commencement Speaker will be Senator Nicholas Scutari, President of the New Jersey Senate, in addition to several student speakers and presenters, including Valedictorian Sally Elwir.

This year, we will honor more than 1,400 Hudson County Community College graduates, a college record. We expect more than 6,000 graduates, family members, friends, faculty and staff to attend and celebrate the accomplishments of our students and the transformational outcomes of our HCCC Mission. We thank all who are involved in planning this major annual culminating event in the life of the College under the leadership of Commencement Co-Chairs, Dr. Lisa Dougherty and Dr. Nicholas Chiaravalloti.

Trustees, this is an exciting time in the life of our College.

This concludes my report.

Chairman Netchert offered remarks.

On behalf of the Board, I congratulate those promoted and thank you for your dedication and devotion to HCCC. Thank you!

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS:

1. *The Minutes of the Regular Meeting of March 21 2023, were approved.*
2. *Gifts, Grants, and Contracts Report*

Hudson County Community College has received the following grant:

Title: Perkins V – Strengthening Career and Technical Education for the 21st Century Act

Agency: New Jersey Department of Education

Purpose of Grant: HCCC received notice of our FY'23 allocation to be utilized for direct instructional support for HCCC's Career and Technical Education programs. An amendment was submitted for review.

College Administrator: Nydia James

College Contribution: \$0

Award Amount: \$1,318,092.00

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

8 Ayes.....0 Nays

Resolution Adopted

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

1. Resolution Authorizing Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12), was approved.
2. Resolution Approving Fiscal Year 2024 College Operating Budget in the amount of \$72,903,993, was passed.
3. Resolution Authorizing Scan and Shred Services for the Office of Financial Aid, to be funded from the operating budget at a cost not to exceed \$244,172, was approved.
4. Resolution Authorizing Building Maintenance Services Contract Extension, to be funded from the operating budget at a cost not to exceed \$259,000, was approved.
5. Resolution Authorizing Annual Renewal of Internet Services, to be funded from the operating budget at a cost not to exceed \$583,560, was approved.
6. Resolution Authorizing Sale of Personal Property was approved.
7. Resolution Authorizing Purchase and Installation of ITV Equipment, to be funded by the American Rescue Plan (ARP) Grant at a cost not to exceed \$66,156, was approved.

8. Resolution to Approve May 17, 2023 Commencement Date and Venue, to be funded by the Student Life Fee at a cost not to exceed \$80,000, was passed.
9. Resolution Authorizing May 17, 2023 Commencement Reception Catering, to be funded by the Student Life Fee at a cost not to exceed \$60,000, was approved.
10. Resolution Authorizing Increase in Facilities Services Contract Approved Under Resolution #15 at August 9, 2022 Board of Trustees Meeting, increasing the contract to a total amount not to exceed \$85,000, was approved.
11. Resolution Authorizing Award of Contract for 119 Newkirk Street Demolition, to be funded from Chapter 12 Funds at a cost not to exceed \$76,300, was approved.

Introduced by: Bakari Lee
Seconded by: Jeanette Peña

8 Ayes.....0 Nays

Resolutions Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-8:

1. RESIGNATION

First Name	Last Name	Title	Effective Date
Andres	Estrella	Senior Accountant	March 31, 2023

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

2. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Salary
Jeet	Patel	Support Analyst	April 12, 2023	June 30, 2023	\$ 42,000

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

3. APPROVAL OF FACULTY PROMOTIONS

The purpose of promotion in academic rank is to acknowledge exceptional teaching and learning, scholarly and professional achievements, and service to the College and broader community. Applications for promotion are reviewed by a Promotion Review Committee 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 promotion to the rank of Associate Professor effective Academic Year 2023-24.

Sirhan Abdullah
Peter Cronrath
Evgeniya Kozlenko

Kewal Krishan
Craig McLaughlin
Lester McRae
Elana Winslow

The following faculty are recommended for promotion to the rank of Professor effective Academic Year 2023-24.

Shannonine Caruana
Claudia Delgado
Nadia Hedhli
Catherine Sweeting

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

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

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Hafeda	Benounane	ADJ Academic Support Services Department	Tutor	TUTOR 11-252010	Kenny Fabara
Veronica	Burgos	ADJ Academic Support Services Department	Tutor	TUTOR 11-252010	Kenny Fabara
Carmine	Salerno	ADJ Academic Support Services Department	Tutor	TUTOR 11-252010	Kenny Fabara
Jessica	Roca	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Alexandra	Plante	College Libraries	PT Librarian	PTLRN-150510	John Hernandez
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
Carmelo	Feliciano Jr.	Continuing Education and Workforce Development	PT Academic Coach	ACDCCH-603091	Maritza Reyes
Rachelle	Gilot	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Dionne	Kettl	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Paula	Olveira	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Alexandra	Plante	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Maryam	Syed	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Robert	Wilder II	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jessica	Wohlstetter	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jailyn	Bermudez	Educational Opportunity Fund	Office Assistant	OFFAST-150515	Jose Lowe

Stephanie	Hernandez	Educational Opportunity Fund	Office Assistant	OFFAST-150515	Jose Lowe
Michele	Moore	Educational Opportunity Fund	EOF Instructor	PTINST	Jose Lowe
Lawrence	Squicciarri	Facilities	PT HVAC Mechanic	PTHVAC-300510	Ilya Ashmyan
Leymi	Abreu	Human Resources	Office Assistant, Benefits	OFFAST-253020	Carmen McGuire
Mark	Amaker	ITS	PC Technician	PTTECH-253025	Ken Melewski
Thomas	Larson	Mental Health and Counseling	PT Social Worker	PTSW-252033	Doreen Pontius
Jocelyn	Flores	Science, Technology, Engineering, and Mathematics (STEM)	Office Assistant	OFFAST-101015	Burl Yearwood
Sally	Elwir	Student Activities	Student Leader	STUCENT-701000	Veronica Gerosimo

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

5. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Saly	Daoud	School of Nursing and Health Professions
Nancy	Pino	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. 5.*

6. MODIFICATION TO STAFFING TABLE

Current Approved Title	New Title	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
N/A	Coordinator, Continuing Education	N/A	Grade 109	April 12, 2023

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

7. RESOLUTION TO AMEND POLICY ON CONFERRAL OF EMERITUS/EMERITA STATUS

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

WHEREAS, the President, Administration, and Personnel Committee recommend amendment of the Policy on Conferral of Emeritus/Emerita Status; and,

WHEREAS, the amendment includes removal of “upon their retirement” and replacement with “who have retired”; and,

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

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

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

8. 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 who have retired from Hudson County Community College; and,

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

Name	Proposed Emeritus Title
Denise Phillips	Assistant Professor of ESL Emerita
Harvey Rubinstein	Professor of Humanities and Social Sciences Emeritus
Barry Tomkins	Professor of Humanities and Social Sciences Emeritus
Salvador Figueras	Professor of Humanities and Social Sciences Emeritus
Nabil Marshood	Professor of Humanities and Social Sciences Emeritus
Mojdeh Tabatabaie	Professor of STEM Emerita
Thomas Hsieh	Professor of STEM Emeritus
Siroun Meguerditchian	Associate Professor of Business, Culinary Arts and Hospitality Management Emerita
Philip Cafasso	Professor of Business, Culinary Arts and Hospitality Management Emeritus

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.

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

1) Resignation; 2) Appointment of Temporary Full-time Staff; 3) Approval of Faculty Promotion; 4) Authorization of Part-time Staff, as Needed; 5) Appointment of New Hire Adjunct Instructors; 6) Modification to Staffing Table; 7) Resolution to Amend Policy on Conferral of Emeritus/Emerita Status; and 8) Resolution to Grant Emeritus/Emerita Status.

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

8 Ayes.....0 Nays

Resolutions Adopted

Resolution 7 – Attachment

PRESIDENT'S OFFICE POLICY ON CONFERRAL OF EMERITUS/EMERITA STATUS

Purpose

The purpose of the Policy on Emeritus/Emerita Status is to recognize the contributions of long-serving and distinguished faculty and staff who have retired from Hudson County Community College ("College") through the conferral of Emeritus/Emerita status.

Policy

The College and its Board of Trustees are committed to maintaining a rich intellectual life and a vibrant organizational culture. The President's Office recognizes that fostering and advancing relationships between the College and long-serving and distinguished faculty and staff following their retirement from the College is essential to sustaining the College's intellectual life and organizational culture. The President's Office is committed to cultivating these relationships through the conferral of Emeritus/Emerita status to faculty and staff who embody the mission and values of the College.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The HCCC Cabinet shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved: November 2021; Amended April 2023

Approved by: Board of Trustees

Category: President's Office

Scheduled for Review: April 2026

Responsible Department: President's Office (Cabinet)

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-5:

1. Resolution Authorizing Recognition of April 2023 as Hudson County Community College Month was approved.
2. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and New Jersey Future was approved.
3. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Coach USA was approved.
4. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and MC Mentor, LLC for the Medical Cannabis Mentor Program was approved.
5. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Jersey City Housing Authority for Internship Experiences in HCCC's Human Services Pre-Social Work Program was approved.

*Introduced by: Pamela Gardner
Seconded by: Roberta Kenny*

8 Ayes.....0 Nays

Resolutions Adopted

X. NEW BUSINESS

Chairman Netchert offered the following remarks.

I thank Dr. Karakashian for catering food services for Ramadan held at the rotunda of the County Courthouse. He and his team performed admirably.

Trustee Lee offered the following remarks.

I apologize to the Foundation Board members and Trustees for my inability to be with you at the reception that is occurring afterwards. I am glad to see such a robust turnout. I hope that we will do this again.

XI. ADJOURNMENT at 5:55 p.m.

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

8 Ayes.....0 Nays

Resolution Adopted

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

May 9, 2023

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Rejecting All Bids for the Award of Contract For 119 Newkirk Street Demolition

WHEREAS, Hudson County Community College ("College") needs to demolish the building at 119 Newkirk Street and install a parking system ("Project"); and,

WHEREAS, this Project is part of the overall Academic Tower implementation; and,

WHEREAS, pursuant to N.J.S.A. 18:64A-25.1, et seq., the College advertised and held a public bid opening for services; and,

WHEREAS, the College has publicly advertised for bids in accordance with the County College Contracts Law, N.J.S.A. 18A:64A-25.1, et seq., regarding the Project; and

WHEREAS, the College received bids from the following vendors in response to the advertisement:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Frank Galbraith & Son Excavation and Demolition LLC	Scotch Plains, NJ	\$348,397.00
NorthStar Contracting Group, Inc.	East Hanover, NJ	\$970,000.00

WHEREAS, the lowest bid received from Frank Galbraith & Son Excavation and Demolition LLC contains a material defect by failing to furnish a bid bond in accordance with N.J.S.A. 18A:64A-25.16 as required by the Bid Specification, and therefore must be rejected; and,

WHEREAS, the only other bid received from NorthStar Contracting Group, Inc. contains a material defect by failing to furnish a bid bond in accordance with N.J.S.A. 18A:64A-25.16 as required by the Bid Specification, and therefore must be rejected; and,

WHEREAS, the College's Administration, Finance Committee, and Capital Projects Advisory Committee recommended to the Board of Trustees the rejection of all bids and to again publicly advertise for bids;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby reject all bids received for the Project and again publicly advertise for Project bids.

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

2. Resolution Authorizing Electrical Services for ITV Projects to be Funded by the American Rescue Plan (ARP) Grant

WHEREAS, Hudson County Community College ("College") requires the services of a licensed electrician to convert L514, N306, EOF J008, and S206 classrooms into ITV classrooms; and,

WHEREAS, pursuant to N.J.S.A. 18:64A-25.1, et seq., the College advertised and held a public bid opening for services; and

WHEREAS, in response to the public advertisement, Sal Electric Company, Inc. ("SE") was the only vendor that submitted a bid to provide the services at a cost not to exceed \$51,310, and which bid is responsive to the requirements of the bid documents; and,

WHEREAS, the cost of these services will be funded from the American Rescue Plan (ARP) 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 hereby award a contract to Sal Electric Company, Inc. of Jersey City, New Jersey, for the services as described herein at a cost not to exceed \$51,310.

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

3. Resolution Authorizing Award of Audit Contract for Fiscal Year 2023

WHEREAS, Hudson County Community College ("College") requires the services of a New Jersey licensed accounting firm to complete the College's Fiscal Year 2023 Audit ("Services"); and,

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

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

WHEREAS, the firm of Donahue, Gironda, Doria & Tomkins ("DGDT") was the only vendor that submitted a proposal to provide the Services in an amount not to exceed \$81,000, which represents a 6% increase from the prior year; 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 hereby award a contract to the firm of Donahue, Gironda, Doria & Tomkins, LLC of Bayonne, New Jersey, for the completion of the audit for Fiscal Year 2023 in an amount not to exceed \$81,000.

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

4. Resolution Authorizing Renewal of College-Wide Telephone System Services

WHEREAS, Hudson County Community College ("College") needs to renew service with a vendor to provide College-wide telephone system services; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.9, the College may, without public advertisement, purchase services pursuant to a contract entered into for such services on behalf of the State by the Division of Purchase and Property; and,

WHEREAS, Verizon (NJ State Contract #T1776), the current vendor providing the service, has submitted a proposal to continue to provide telephone system services in accordance with the rates set forth in the State Contract; and,

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

WHEREAS, the cost of this service 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 hereby award a contract to Verizon to continue to provide the telephone system services at the rates set forth in the State Contract.

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 Renewal of Canvas Cloud Software

WHEREAS, Hudson County Community College ("College") needs to renew the contract for a cloud-based education technology platform with advanced Learning Management System functionality; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.10, the Board of Trustees of two or more county colleges may enter into an agreement for the purchasing of work, materials or supplies for their respective colleges; and,

WHEREAS, the Joint Purchasing Consortium ("JPC") of the New Jersey Council of County Colleges, of which the College is a member, conducted a procurement for Learning Management Systems for all of the JPC's members and awarded a contract for the Canvas Cloud technology platform to Instructure, Inc.; and,

WHEREAS, Instructure, Inc. has submitted a proposal to the College for the Canvas Cloud platform pursuant to the JPC contract award at a cost not to exceed \$176,939, which represents no increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Instructure, Inc. of Salt Lake City, Utah, for purchase of Canvas Cloud software through the JPC as described herein at a cost not to exceed \$176,939.

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 1-5.**

1) Resolution Rejecting All Bids for the Award of Contract For 119 Newkirk Street Demolition; 2) Resolution Authorizing Electrical Services for ITV Projects to be Funded by the American Rescue Plan (ARP) Grant; 3) Resolution Authorizing Award of Audit Contract for Fiscal Year 2023; 4) Resolution Authorizing Renewal of College-Wide Telephone System Services; and 5) Resolution Authorizing Renewal of Canvas Cloud Software.

INTRODUCED BY:

Jeanette Peña

SECONDED BY:

Edward DeFazio

DATE:May 9, 2023

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

AYE
AYE
AYE
AYE
AYE
ABSENT
AYE
ABSENT
AYE
AYE

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

05/09/2023
Date

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

May 9, 2023

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATION

First Name	Last Name	Title	Effective Date
Tamara	Williams	Academic Counselor	May 5, 2023

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

2. APPOINTMENT OF FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Deliana	Acosta	Social Worker	108	May 24, 2023	\$ 51,500.00
Andrew	Adler	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Lisa	Bogart	Director of North Hudson Campus Library	117	May 10, 2023	\$ 68,293.00
Domonique	Callens	Administrative Support Specialist, Academic Affairs	105	May 10, 2023	\$ 40,919.51
Shuang	De Jesus	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Moses	Dindial	Senior Accountant	115	June 1, 2023	\$ 80,340.00
Tayyaba	Hafeez	Instructional Technologist	114	May 30, 2023	\$ 56,653.28
Mackenzie	Johnson	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Nicholas	Mangal	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Josh	Mariscal	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Frans	Moncayo	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Richard	Remoura	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Alyssa	Rupnarain	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00
Elizabeth	Ryan	Academic Counselor, Hudson Scholars	110	May 24, 2023	\$ 48,000.00

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 FULL-TIME FACULTY

First Name	Last Name	Title	Effective Date	Annual Salary
Sherry	Gerwer	Instructor, Nursing (Tenure-track)	May 10, 2023	\$ 55,434.92
Dorante Dawn	Richards	Instructor, Nursing, Weekend Division (Tenure-track)	August 15, 2023	\$ 55,434.92

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

4. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Anticipated End Date	Annual Salary
Denisse	Carrasco	Healthcare Coordinator, Gateway to Innovation (Grant- funded)	109	May 24, 2023	December 31, 2023	\$ 46,096.61
Laurice	Dukes	Associate Director, Gateway to Innovation (Grant-funded)	113	May 24, 2023	December 31, 2023	\$ 60,000.00
Evani	Greene	Student Success Coach, Gateway to Innovation (Grant- funded)	109	May 24, 2023	December 31, 2023	\$ 46,096.61
Afrodita	Hernandez	Student Success Coach, Gateway to Innovation (Grant- funded)	109	May 24, 2023	December 31, 2023	\$ 46,096.61
Hiram	Miranda	Technology and Finance Coordinator, Gateway to Innovation (Grant-funded)	109	May 24, 2023	December 31, 2023	\$ 46,096.61
Esperanza	Robles	Admissions Advisor	109	May 10, 2023	December 31, 2023	\$ 46,096.61

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

5. REAPPOINTMENT OF TENURE-TRACK FACULTY FOR ACADEMIC YEAR 2023-24

Marissa Lontoc, Instructor, Business, Culinary Arts, and Hospitality Management
Rong Xiao, Instructor, Business, Culinary Arts, and Hospitality Management

Jonathan Cabrera, Instructor, Humanities and Social Sciences
Christopher Cody, Instructor, Humanities and Social Sciences
Heather Connors, Instructor, Humanities and Social Sciences
Josué Pérez, Instructor, Humanities and Social Sciences
Kate Thurman, Instructor, Humanities and Social Sciences

Ingrid Aviles, Instructor, Nursing and Health Professions
Inez Cruz, Instructor, Nursing and Health Professions
Madeline Cruz, Instructor, Nursing and Health Professions
Karen Hosick, Instructor, Nursing and Health Professions

Yavuz Guner, Instructor, STEM
Raffi Manjikian, Instructor, STEM
Daniel Ondieki, Instructor, STEM
Laura Samuelsen, Instructor, STEM
Gunes Senturk, Instructor, STEM

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Reappointment of Tenure-track Faculty above as Personnel Recommendation Item No. 5.*

6. REAPPOINTMENT OF COLLEGE LECTURERS, NON-TENURED, FOR ACADEMIC YEAR 2023-24

Sharon Daughtry, College Lecturer, Business, Culinary Arts, and Hospitality Management

Richard Walker, College Lecturer, Humanities and Social Sciences

Griselda Frane, College Lecturer, Nursing and Health Professions

Ruthann Kelman, College Lecturer, Nursing and Health Professions

Carmen Pelardis, College Lecturer, Nursing and Health Professions

Nancy Saliba, College Lecturer, Nursing and Health Professions

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Reappointment of College Lecturers above as Personnel Recommendation Item No. 6.*

7. AUTHORIZATION OF PART-TIME STAFF THROUGH MAY 2024, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
LaTyra	Danner	Culinary Arts	Office Assistant	OFFAST-101030	Ara Karakashian
Samir	Nour	Culinary Arts	Office Assistant	OFFAST-101030	Ara Karakashian
Manira	Traore	Culinary Arts	Office Assistant	OFFAST-101030	Ara Karakashian
Daniella	Araoz	Humanities and Social Sciences	Office Assistant	OFFAST-101020	Jacquelyn De-Lemos
Dina	Botros	Humanities and Social Sciences	Office Assistant	OFFAST-101021	Jacquelyn De-Lemos
Bruce	Vereen-Nealous Jr.	Humanities and Social Sciences	Office Assistant	OFFAST-101020	Jacquelyn De-Lemos
Ana-Maria	Botea	Nursing	Office Assistant	OFFAST-101017	Lori Byrd
Thomas	Andolfo	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Jacquelyn	Bird	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Martine	Cadet	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Gina	Calderon	Continuing Education and Workforce Development	Instructor	PTINST-103005	Catherina Mirasol
Ricardo	Camacho Jr.	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Belen	Deri	Continuing Education and Workforce Development	Instructor	PTINST-103005	Catherina Mirasol
Carlos	Fernandez	Continuing Education and Workforce Development	Instructor	PTINST-103005; PTINST-603091	Catherina Mirasol/ Maritza Reyes
Inez	Johnson	Continuing Education and Workforce Development	Instructor	PTINST-103005	Catherina Mirasol
Felicia	Kazin Penchina	Continuing Education and Workforce Development	Instructor	PTINST-103005	Catherina Mirasol
Corazon	Lacsamana	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Paola Astrid	Leon	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell

Jeanne	Logossou	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Maurice	Patterson	Continuing Education and Workforce Development	Instructor	PTINST-103005; PTINST-603091	Catherina Mirasol/ Maritza Reyes
Perla	Peralta	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Elizabeth	Santiago	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Cynthia	Srednicki	Continuing Education and Workforce Development	Instructor	PTINST-102010	Chastity Farrell
Jose	Torre	Continuing Education and Workforce Development	Instructor	PTINST-103005	Catherina Mirasol
Sam	Varghese	Continuing Education and Workforce Development	Healthcare Instructor	HCINST-103005; HCINST-601515	Samaya Yashayeva/ Anita Belle
Marvin	Alas	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Hena	Arshad	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Yaj	Barot	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Magda	Dimanche	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Mira	Domayida	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ana	Hernandez Aquino	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aahnik	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aaron	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Chirag	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Deep	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Dhyey	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Karan	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Mansi	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Romil	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Shiv	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Prit	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ohm	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jonathan	Ramos	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Matthew	Roperos	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Kevin	Shah	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

Selena	Suarez	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Margie	Tabora	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ana	Velasquez	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Aphyia	Verna	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Milkelly	Cross	North Hudson Campus	Office Assistant	OFFAST-252030	Joseph Caniglia
Salma	Abdelwahed	Cultural Affairs	Program Assistant	PTPRGA-255011	Michelle Vitale
Elaf	Hussein	Cultural Affairs	Gallery Educator	GALEDU-255011	Michelle Vitale
Mariam	Amer	Advisement and Counseling	Office Assistant	OFFAST-200510	Jenny Henriquez
Joseph	Arce	Advisement and Counseling	Advisor	Advisor-200510	Jenny Henriquez
Igor	Tserkun	Advisement and Counseling	Office Assistant	OFFAST-200510	Jenny Henriquez
Joseph	Wise	Educational Opportunity Fund	Office Assistant	OFFAST-150515	Jose Lowe
Lisa	Farkas	Hudson Helps Resource Center	Food Pantry Manager	PTRYMGR-603055	Katherine Morales
Youstina	Abdou	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Elianna	Grullon	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Safa	Rarhibou	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Atrell	Johnson	Student Life and Leadership	Student Center Assistant	STUCENT-701000	Veronica Gerosimo
Birva	Pinto	Student Life and Leadership	Student Center Assistant	STUCENT-701000	Veronica Gerosimo
Paulina	Sonza	Student Life and Leadership	Event Assistant	STUCENT-701000	Veronica Gerosimo

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

8. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Stephen	Antsiz	School of Science, Technology, Engineering, and Mathematics (STEM)
Michael	Ferner	School of Science, Technology, Engineering, and Mathematics (STEM)

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of New Hire Adjunct Instructors listed above as Personnel Recommendation Item No 8.*

9. MODIFICATIONS TO STAFFING TABLE

Current Approved Title	New Title	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
N/A	Student Success Coach, Nursing	N/A	Grade 109	May 10, 2023
N/A	Retention Specialist, Nursing	N/A	Grade 109	May 10, 2023

RECOMMENDATION: *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Modifications to Staffing Table listed above as Personnel Recommendation Item No 9.*

RESOLUTION

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

1) Resignation; 2) Appointment of Full-time Staff; 3) Appointment of Full-time Faculty; 4) Appointment of Temporary Full-time Staff; 5) Reappointment of Tenure-track Faculty; 6) Reappointment of College Lecturers, Non-tenured; 7) Authorization of Part-time Staff, as Needed; 8) Appointment of New Hire Adjunct Instructors; and 9) Modifications to Staffing Table.

INTRODUCED BY: _____ *Harold Stahl*

SECONDED BY: _____ *Pamela Gardner*

DATE: _____ *May 9, 2023*

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

_____ *8* Aye _____ *0* Nay

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

Alexa Riano

Signature of Recorder

05/09/2023

Date

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

May 9, 2023

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS

1. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and AHS Hospital Corp. for Clinical Experiences in HCCC's Registered Nursing (RN) Program

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing (RN) degree program ("Program") through its School of Nursing and Health Professions; and,

WHEREAS, the Program includes an internship component; and,

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

WHEREAS, AHS Hospital Corp. continues to have the capacity to meet the needs of the Program; and,

WHEREAS, Hudson County Community College seeks to renew its Affiliation Agreement ("Agreement") with AHS Hospital Corp. whereby students enrolled in the Program will be able to complete internship experiences; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and AHS Hospital Corp.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and AHS Hospital Corp., effective June 30, 2023.

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

2. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Hackensack Meridian Health for Clinical Experiences in HCCC's Registered Nursing (RN) Program

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing (RN) degree program ("Program") through its School of Nursing and Health Professions; and,

WHEREAS, the Program includes an internship component; and,

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

WHEREAS, Hackensack Meridian Health continues to have the capacity to meet the needs of the Program; and,

WHEREAS, Hudson County Community College seeks to renew its Affiliation Agreement (“Agreement”) with Hackensack Meridian Health whereby students enrolled in the Program will be able to complete internship experiences; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Hackensack Meridian Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and Hackensack Meridian Health, effective December 31, 2023.

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

3. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and University Hospital for Clinical Experiences in HCCC’s Registered Nursing (RN) Program

WHEREAS, Hudson County Community College (“College”) offers an Associate of Science in Nursing (RN) degree program (“Program”) through its School of Nursing and Health Professions; and,

WHEREAS, the Program includes an internship component; and,

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

WHEREAS, University Hospital continues to have the capacity to meet the needs of the Program; and,

WHEREAS, Hudson County Community College seeks to renew its Affiliation Agreement (“Agreement”) with University Hospital whereby students enrolled in the Program will be able to complete internship experiences; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and University Hospital;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and University Hospital, retroactive to April 1, 2023.

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

4. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the Department of Veterans Affairs for Clinical Experiences in HCCC’s Practical Nursing (PN) Program

WHEREAS, Hudson County Community College (“College”) offers a Certificate in Practical Nursing (PN) program (“Program”) through its School of Nursing and Health Professions; and,

WHEREAS, the Program includes an internship component; and,

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

WHEREAS, the Department of Veterans Affairs 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 the Department of Veterans Affairs whereby students enrolled in the Program will be able to complete internship experiences; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and the Department of Veterans Affairs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and the Department of Veterans Affairs, effective upon approval.

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

5. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the Department of Veterans Affairs for Clinical Experiences in HCCC's Registered Nursing (RN) Program

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing (RN) degree program ("Program") through its School of Nursing and Health Professions; and,

WHEREAS, the Program includes an internship component; and,

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

WHEREAS, the Department of Veterans Affairs 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 the Department of Veterans Affairs whereby students enrolled in the Program will be able to complete internship experiences; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and the Department of Veterans Affairs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and the Department of Veterans Affairs, effective upon approval.

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

6. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Fab Fitness Studio for Internship Experiences in HCCC's Exercise Science and Personal Fitness Training Programs

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Exercise Science degree program and a Proficiency Certificate in Personal Fitness Training (collectively, "Programs") through its School of Nursing and Health Professions; and,

WHEREAS, the Programs include an internship component; and,

WHEREAS, the Programs require additional sites at which its students can fulfill the requisite internship experiences; and,

WHEREAS, Fab Fitness Studio has the capacity to meet the needs of the Programs; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with Fab Fitness Studio whereby students enrolled in the Programs will be able to complete internship experiences; and,

WHEREAS, this Agreement will remain in effect for one (1) year unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Fab Fitness Studio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and Fab Fitness Studio, effective May 15, 2023.

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

7. Resolution Authorizing Renewal of Agreement Between Hudson County Community College (HCCC) and the Hudson County Department of Housing and Community Reintegration for the Delivery and Expansion of the Academic and Workforce Pathways Program in Partnership with the Department of Corrections and Rehabilitation

WHEREAS, Hudson County Community College ("College") and the Hudson County Department of Housing and Community Reintegration, in partnership with the Department of Corrections and Rehabilitation, propose to enter into an agreement to deliver and expand the Academic Workforce and Pathway Program to provide college credits to those housed in the Hudson County Correctional Center ("Program"); and,

WHEREAS, through the Program, the College can offer sixty certificate and degree programs to inmates, a program not found in any other county jail in New Jersey; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (b), the proposed agreement may be entered into between the parties without public advertising for bids; and,

WHEREAS, the proposed term of the agreement is for one (1) year; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the agreement between Hudson County Community College and the Hudson County Department of Housing and Community Reintegration for the Program as described herein, effective June 1, 2023.

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

8. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and the Hudson County Department of Housing and Community Reintegration for the Delivery of the HCCC Skills Training Academy

WHEREAS, the Department of Housing and Community Reintegration wishes to enter into a contract with Hudson County Community College for the "Skills Training Academy for Workfirst High Risk Clients" Pilot Program; and,

WHEREAS, through this contract, Program participants will be trained by HCCC in Workfirst Development approved occupations and receive an industry recognized credential; and,

WHEREAS, the targeted group for the Program will be welfare eligible clients who are in need of assistance for mental health, substance abuse or domestic violence, and formerly incarcerated individuals or individuals who are in danger of losing their welfare benefits due to continuous non-compliance with regulations; and,

WHEREAS, this will be a one-year program from May 1, 2023 to April 30, 2024; and,

WHEREAS, the fee to be charged under this Pilot Program is TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00), which will be funded by the Department of Community Affairs (DCA) Re-Entry Grant funds; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and the Hudson County Department of Housing and Community Reintegration;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the agreement between Hudson County Community College and the Hudson County Department of Housing and Community Reintegration for the Program as described herein, retroactive to May 1, 2023.

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

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 1-8:**

1) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and AHS Hospital Corp. for Clinical Experiences in HCCC's Registered Nursing (RN) Program; 2) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Hackensack Meridian Health for Clinical Experiences in HCCC's Registered Nursing (RN) Program; 3) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and University Hospital for Clinical Experiences in HCCC's Registered Nursing (RN) Program; 4) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the Department of Veterans Affairs for Clinical Experiences in HCCC's Practical Nursing (PN) Program; 5) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the Department of Veterans Affairs for Clinical Experiences in HCCC's Registered Nursing (RN) Program; 6) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Fab Fitness Studio for Internship Experiences in HCCC's Exercise Science and Personal Fitness Training Programs; 7) Resolution Authorizing Renewal of Agreement Between Hudson County Community College (HCCC) and the Hudson County Department of Housing and Community Reintegration for the Delivery and Expansion of the Academic and Workforce Pathways Program in Partnership with the Department of Corrections and Rehabilitation; and, 8) Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and the Hudson County Department of Housing and Community Reintegration for the Delivery of the HCCC Skills Training Academy.

INTRODUCED BY:

Pamela Gardner

SECONDED BY:

Jeanette Peña

DATE:

May 9, 2023

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

AYE

AYE

AYE

AYE

AYE

ABSENT

AYE

ABSENT

AYE

AYE

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

05/09/2023
Date

Supporting Documents

[Please Click Here for Supporting Materials](#)

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

May 9, 2023

X. NEW BUSINESS

None

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

May 9, 2023

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the May 9, 2023 meeting of the Hudson County Community College Board of Trustees be adjourned at 5:41 P.M.

INTRODUCED BY:

Jeanette Peña

SECONDED BY:

Joseph Doria

DATE:

May 9, 2023

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

AYE

AYE

AYE

AYE

AYE

ABSENT

AYE

ABSENT

AYE

AYE

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

05/09/2023
Date

MASTER AFFILIATION AGREEMENT

This Agreement is made on **June 30, 2023**, by and between **HUDSON COUNTY COMMUNITY COLLEGE** (the “**College**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and **AHS HOSPITAL CORP.** (the “**Hospital**”), located at 475 South Street, Morristown, NJ 07962-1905.

W I T N E S S E T H:

WHEREAS, the College has developed and established an approved educational program and desires to develop a clinical affiliation with the Hospital for purposes of providing clinical experience to students (the “**Students**”); and

WHEREAS, the Hospital and its affiliates, operates medical facilities in Morris, Union and Sussex Counties and is willing to enter into this Agreement with the College in order to provide the Students an opportunity to obtain clinical or other learning experience at one or more of its facilities; and

WHEREAS, the College may include one or more affiliated programs, Colleges or colleges which College controls or which is controlled by or under common control, or otherwise affiliated, with College, whereby the location of each affiliated program, College or college shall be listed in **Exhibit A** as updated with each rotation or from time to time, whereby such affiliated programs, Colleges or colleges shall be bound by the terms and conditions of this Agreement. For the avoidance of doubt, this is intended to be Master Affiliation Agreement, which may cover more than one program within the College. Individual programs or colleges within a University system should be set forth **Exhibit A**.

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

I. Term

This Agreement shall commence on **June 30, 2023** and terminate on **June 30, 2025** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year period upon mutual written consent of the parties, unless a party gives one hundred and twenty (120) days prior written notice.

II. Responsibilities of the College

A. The College shall assume full responsibility for Student education, including planning and executing the clinical and/or education programs.

B. The College shall provide qualified faculty (“**Faculty**” or “**Faculty Member**”), proficient in the applicable clinical area of study, who shall assume responsibility for the overall administration of the program, including the establishment of curricula. A Faculty Member shall be available at all times, by phone or electronic means, when Students are assigned for clinical experience. The Faculty and Program Director, appointed by the Hospital, will develop mutually agreeable protocols each semester on Faculty availability. The student-faculty ratio shall not be more than ten (10) Students to one (1) Faculty Member. Further, when a Student is a Registered Nurse (“**RN**”) licensed in the State of New Jersey, the College shall ensure a preceptor is assigned for such RN; when a Student is a nursing student, the College shall provide on-site Faculty to supervise and instruct such nursing Student at the Hospital; and the College shall ensure that a preceptor is assigned to all other Students not providing direct patient care.

C. The College shall designate one or more Clinical Coordinators (the “**Clinical Coordinators**” or “**Coordinators**”) who shall confer annually with the Hospital’s designated liaison (the “**Designated Liaison**”) and other personnel involved in the clinical program to discuss, plan and evaluate the clinical program, with input from Students. The Coordinators shall also be responsible for assuring that Faculty Members assigned comply with the rules and regulations of the Hospital, including, without limitation, the Hospital’s Corporate Compliance Program, to the extent applicable, and the Hospital’s Code of Ethics, and have received orientation to the Hospital and to their responsibilities pursuant to this Agreement.

Further, College hereby agrees to inform the College’s students of the additional terms of the Hospital’s Corporate Compliance Plan, as attached hereto as **Exhibit C**.

D. The College shall assign qualified Students who are concurrently enrolled in the didactic portion of their program to the Hospital for clinical experience. Notwithstanding the foregoing, the Hospital retains the sole discretion to limit the number of Students accepted based on the health and safety of the patients served by the Hospital.

E. The College shall furnish to the Hospital, at least two (2) weeks prior to the commencement of each semester: a proposed list of assignments of Students, including assignment date and times; the number, names (as it appears on government-issued identification [ID]) and educational levels of Students and a list of the Faculty Members including their names, office phone numbers, and their degree qualifications; the clinical areas of assignment requested; course syllabus and objectives to be met, in the form as set forth on **Exhibit A**, attached hereto. Such lists shall be subject to the Hospital’s review and approval prior to the commencement of each semester. All information must be timely submitted, accurate and complete in order to be accepted by Hospital. Failure to do so may delay the start of coursework for the semester.

F. All Faculty that will be on-site at the Hospital and Students must complete all orientation and training requirements as determined by the Hospital and made available online prior to the first clinical day. The College, in cooperation with the Hospital, shall orient all Students and Faculty Members to their responsibilities under this Agreement and to the rules and regulations of the Hospital. The College shall use its best efforts to ensure that all Students and Faculty Members comply at all times with such rules and regulations. Any Student or Faculty Member failing to comply with such rules and regulations or to otherwise meet the requirements set forth above, shall be reported by the Designated Liaison to the Clinical Coordinator. Such problem shall be evaluated jointly in conference by representatives of the College and the Hospital. Should a problem arise which, in the opinion of the Hospital, may adversely affect the safety and/or welfare of its patients, the Hospital may in its sole discretion, remove the Student or Faculty Member in question from the clinical area. The Hospital shall be responsible for any and all actions taken in connection with its removal of a Student or Faculty Member from the clinical area. Such removal shall, where practicable, be discussed in advance with the Faculty Member or Coordinator. The Student or Faculty Member may not return to the Hospital until the problem is resolved to the satisfaction of the Hospital. The Clinical Coordinator shall be responsible for resolving all such issues through communication with the Designated Liaison who, in turn, will communicate with hospital personnel and administration.

G. The College acknowledges that the condition of the patient and patient medical records contain privileged and confidential information about the patient. The College agrees that it's Faculty and Students shall keep patient medical records and all information contained therein strictly confidential, and shall not disclose any such information to anyone without the Hospital obtaining prior written consent from the patient or the patient's legal guardian, health care representative or other surrogate decision maker. The College shall ensure that all Students and Faculty are aware that the condition of patients and all medical records are confidential and must be treated as such. The Clinical Coordinators shall specifically advise all Students and Faculty that breaches of confidentiality shall be sufficient cause to have that person removed from participation in the clinical program, in accordance with **Section VIII** hereof.

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c) specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

I. Prior to permitting any Faculty Member (when on-site at the Hospital) or Student to begin participating in the clinical or learning program at the Hospital, the College shall provide to the Hospital appropriate evidence regarding health screening of each Student and Faculty Member as set forth on **Exhibit D**, attached hereto and make a part hereof, as the same may be updated by Hospital from time to time. The College shall notify the Hospital immediately in the event that the College determines that a Student or Faculty Member is no longer in good health, so as to preclude participating in the clinical program at the Hospital, and shall remove the Student or Faculty Member from the Hospital. The Hospital shall not be liable to the College, any Student or Faculty Member for any injury suffered by a Student or Faculty member arising out of, from, in connection with, or as a result of incomplete, inaccurate, false or non-disclosed information required by this section, and the College agrees to indemnify the Hospital and hold the Hospital harmless for any such injury in accordance with **Section XI** hereof.

J. Each Student and Faculty Member assigned to a Hospital facility shall, at the expense of the College, Faculty Member or the Student, submit to an annual background check as set forth on **Exhibit D**.

K. The College shall not assign or refer any Student or Faculty Member to any facility owned or operated by Hospital without having completed a Drug Test Screening in compliance with the requirements set forth set forth on **Exhibit D**.

L. The College shall assume any obligations that may be imposed by the State's Workers' Compensation law in connection with injuries or disabilities sustained by reason of accident or occupational disease arising out of, or in the course of, a Faculty Member's participation in the clinical program.

M. The College shall ensure that each Student, while in the clinical areas of the Hospital, wears the uniform required by the College unless a different particular dress is required in the clinical unit where the Student is assigned. College shall also ensure that all Faculty Members adhere to appropriate dress code regulations of Hospital.

N. The College shall be responsible for ensuring that each Student assigned to the clinical program has the personal equipment necessary to satisfactorily participate in the clinical program.

O. The College shall maintain accurate and complete records and reports on each Student's clinical education experience at the Hospital.

P. Faculty Member shall arrange to meet with Program Directors prior to the start of semester rotations to review the clinical guidelines, tour the unit, and to establish mutually agreeable protocols for communications between Students, Faculty Members and Hospital staff.

Q. The College shall be responsible for the cost of repairing or replacing any of the Hospital's property if such property is broken or damaged by a deliberate or intentional act of any Student or Faculty Member to break or damage such property.

III. Responsibilities of the Hospital

A. Ultimate responsibility for the care and safety of the patient will remain with the Hospital.

B. The Hospital shall designate in writing to the College the name, professional and academic credentials of staff members participating in the clinical education program.

C. The Hospital shall appoint a Program Director who shall assign a Designated Liaison who shall be responsible for the coordination and implementation of the clinical program with the College's Clinical Coordinator.

D. To the extent practicable, the Hospital shall make its clinical facilities available to the College, in order to assist the College in operating its clinical educational program for its Students, giving due consideration to the Hospital's responsibilities to deliver quality patient care and to provide clinical experience to students of other educational programs.

E. The Hospital shall make available an online orientation session for the Faculty Members involved in the clinical program. This orientation will include rules, regulations and policies of the Hospital and information required by the Occupational Safety and Health Administration ("OSHA"), U.S. Department of Labor and State of New Jersey regulations including fire safety, infection prevention and Hazards in the Workplace.

F. The Hospital shall provide emergency treatment in its Emergency Department to Students and/or Faculty Members who become ill or injured (including needle-sticks, blood or body fluid exposure) during the clinical experience. The Students or Faculty Members so treated shall be responsible for the Emergency Department charges, and for any follow-up care or treatments, which are required beyond such emergency care and the charges for same.

G. To the extent practicable, the Hospital shall permit Students and Faculty Members to use the Hospital's library, cafeteria, coffee shop, locker room and other facilities and the visitors' parking lot at the Students' and Faculty Member's own expense. The Hospital shall not be responsible for Student's or College Faculty member's lost or stolen property, including vehicles.

H. The Hospital shall advise the College as soon as practicable and consistent with Hospital policies and regulations, if Students or Faculty Members are exposed to any contagious diseases while participating in the clinical program that were unknown at the time care was rendered by Students or Faculty.

IV. Patient Care

A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the Students. The Hospital shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary.

B. The patient care records and notes as recorded by Students and identified by the Student's signature and the College will become part of the patient's hospital record. These entries shall be reviewed and countersigned by a Faculty Member, as applicable, or as otherwise required by the Hospital.

C. The Students and/or Faculty Members shall not publish any material relative to the clinical experience without first obtaining the Hospital's prior written consent, which consent may be withheld in the Hospital's sole discretion. Similarly, the Students and/or Faculty Members shall not conduct any research projects, data collections, or data assessments relative to the clinical experience, without first obtaining the Hospital's prior written consent, which consent may be withheld in the Hospital's sole discretion. Furthermore, any such approved research projects, data collections, or data assessments must be conducted in accordance with hospital policy and procedure.

V. Status

No Student or Faculty Member shall be considered an employee, agent or servant of the Hospital, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Hospital in connection with the clinical program or this Agreement. No Student or Faculty Member is entitled to any payments from the Hospital in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Hospital or arising out of the clinical program. Assignments of Students to the Hospital will be made for educational purposes and not fulfill service needs.

VI. Non-Discrimination

The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of age, color, national origin, citizenship status, physical or mental disability, race, religion creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

VII. Policies and Procedures

The Hospital and the College shall have the right to change their respective policies and procedures in connection with the clinical program. In the event of such a change by either the College or the Hospital, the other party shall be advised in writing two (2) weeks prior to such change becoming effective. Upon receipt of such notice, the Designated Liaison and the Clinical Coordinator shall take the necessary steps to ensure that all appropriate personnel of their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

VIII. Student Withdrawal or Dismissal from Program

The College shall withdraw any Student or Faculty Member from the clinical program when that Student or Faculty Member is unacceptable to the Hospital, in the Hospital's sole discretion, for reasons of health, performance, or other cause that is job-related. The Hospital shall be responsible for any and all actions taken by any Student or Faculty Member withdrawn from the clinical program in response to the Hospital's determination that such Student or Faculty Member is unacceptable to Hospital.

IX. Insurance

A. The College will provide for professional and commercial general liability coverage insuring the College and each Student and Faculty Member involved in the clinical program by a minimum of Two Million (\$2,000,000.00) Dollars per claim, and Four Million (\$4,000,000.00) Dollars in the aggregate on an occurrence type basis. It is expressly understood by and between the parties hereto that the above insurance shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future covering the Hospital, its agents, servants, employees and appointees. Further, the College shall also maintain Workers' Compensation Insurance, applicable to its employees providing services hereunder. Upon the execution of this Agreement, and prior to the start of each semester/rotation, the College shall present the Hospital with evidence of coverage and evidence that such coverage may not be canceled or materially changed without thirty (30) days' prior written notice to the Hospital, as attached hereto as **Exhibit B**. The above limit requirements may be satisfied with one policy or with a combination of policies equal to the total limits required. In cases in which Students are required to provide their own insurance coverage, each Student shall be required to present evidence of insurance coverage prior to the start of each semester. In cases in which the College provides insurance for Students and/or Faculty Members, the College shall provide the Hospital with a certificate of insurance that expressly states that College's insurance policy covers not only the College but also Faculty

Members and Students, through a self-insurance program or a third party insurer acceptable to the Hospital.

B. THIS PARAGRAPH IS APPLICABLE TO NEW JERSEY STATE COLLEGES ONLY; The College is a body corporate and politic of the State of New Jersey. As such, this Agreement incorporates the following Statement of Public Liability Insurances; Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. Seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. Seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. The College assumes any and all obligations for its employees that are required pursuant to the Workers' Compensation and Disability Laws of the State of New Jersey through self-funding.

C. The Hospital will provide professional and general liability coverage for itself, its employees, agents and officers, through the Hospital's insurance program. Upon request, the Hospital shall provide the College with a letter from its Risk Management Department as evidence of such coverage.

X. Termination

This Agreement may be terminated upon a material breach by the Hospital or the College of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party. In addition, either party may terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the other. In the event that the Agreement expires or is terminated without cause prior to the completion of an academic semester, all Students assigned to a Hospital facility under this Agreement at the time of termination may continue their educational experience until the end of the then current semester, whereby the Agreement will remain in force for this temporary period.

XI. Indemnification

College agrees to defend, indemnify and hold harmless Hospital and its directors, trustees, officers and employees from and against any and all third-party claims, liabilities and expenses, including but not limited to attorneys' fees, relating to personal injury or property damage, to the extent arising out of the negligent acts or omissions of College and/or its employees or Students.

Hospital agrees to defend, indemnify and hold harmless College and its regents, trustees, officers, employees and Students from and against any and all third-party claims, liabilities and expenses, including but not limited to attorneys' fees, relating to personal injury or property damage, to the extent arising out of the negligent acts or omissions of Hospital and/or its employees or agents.

THIS SECTION XI DOES NOT APPLY TO NJ STATE COLLEGES.

XII. Compliance with the Law

The College in connection with the performance of the provisions of this Agreement shall comply with all Federal, State and local laws, rules and regulations. The Hospital shall remain solely responsible for ensuring that any services provided to patients pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize either party's licensure, either party's participation in Medicare, Medicaid or other reimbursement or payment programs, or if for any other reason said performance should be in violation of any statute, regulation, ordinance, or be otherwise deemed illegal, this Agreement shall be re-negotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other rights and obligation of the parties hereunder.

XIII. Intention of the Parties

All material matters of mutual concern to the Hospital and the College in connection with the clinical program shall be discussed by the parties as the need to do so arises. In resolving any matter, however, the parties shall be guided by the principle that the relationship between the Hospital and its patients and the care of such patients are of paramount concern.

XIV. Modification

Any modification of the terms of this Agreement shall not be effective unless the College provides written Addendum to this Agreement, which is signed by authorized representatives of both parties.

XV. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey.

XVI. Headings

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

XVII. No Waiver

Neither the failure by the parties to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

XVIII. Notice

All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, to addresses set forth above and addressed to the Legal Counsel of each party.

XIX. Assignment

This Agreement and any rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party. Any assignment entered into without the prior written consent of the other party shall constitute a breach of this contract and shall have no legal effect. Notwithstanding the foregoing, an assignment of this Agreement to an affiliate organization or successor of either party hereto shall be permissible upon the advance written notice to the other party.

XX. Corporate Compliance Addendum

The College and the Students shall hereby agree to comply with the Corporate Compliance Addendum, as set forth on **Exhibit C**, attached hereto and made a part hereof.

XXI. Entire Agreement

This agreement, together with all exhibits referred to herein, contains the entire agreement of the parties and supersedes all other agreements of the parties, both oral and written. It may not be changed orally but only by an agreement or addendum in writing signed by both parties.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

**HUDSON COUNTY COMMUNITY
COLLEGE**

By: _____

By: _____

Name: _____

Name: **Christopher M. Reber**

Title: _____

Title: **President, College**

Date: _____

Date: _____

ATTEST:

AHS HOSPITAL CORP.

Exhibit A

(Attach additional sheets as needed)

Below is the rotation schedule for the _____ [Specialty] program. Students have been assigned to _____ [Site] in accordance with the Affiliation Agreement by and between **AHS Hospital Corp.** and **Hudson County Community College**, entered into on **May 1, 2020**.

The proposed list of Students assigned to the Hospital are (For each Student, please fill out and attach an Out of Affiliation Medical Student/Resident Rotation Application):

Name:	Education Level:	Rotation Start Date - End Date:
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The following is a list of the Faculty Members provided by the College:

Name:	Degree qualifications:	Phone Numbers:
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The clinical areas of assignment requested, course syllabus and objectives to be met:

The Clinical Coordinator designated by the College shall be:

Name:	Phone Number:
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The Designated Liaison designated by the Hospital shall be:

Name:	Phone Number:
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The Program Director designated by the Hospital shall be:

Name:	Phone Number:
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Exhibit B

Certificate of Insurance

Exhibit C

Atlantic Health System, Inc.

Corporate Compliance Addendum

For purposes of this Addendum, “Covered Person” means an entity or person who provides patient care items or services or who performs billing or coding functions on behalf of Hospital.

Students of the College, who are participating in the clinical program as provided in the attached Affiliation Agreement (“**Participating Student**”) and the College, shall comply with all legal requirements and Hospital’s own policies and procedures. If during the course of this Agreement, the College or a Participating Student comes to learn of any matter that it or he/she believes may constitute a violation of law, regulation or federal health program requirement, the College or a Participating Student shall promptly notify Hospital. The College and the Participating Students shall cooperate with Hospital as may be necessary for Hospital to comply with its Corporate Integrity Agreement (“**CIA**”) with the Office of Inspector General (“**OIG**”) of the U.S. Department of Health and Human Services (“**CIA Cooperation**”). If the College or a Participating Student is a Covered Person, the CIA Cooperation shall include but is not limited to: (i) ensuring employees and agents performing services under this Agreement timely complete any and all training required by Hospital; (ii) providing information regarding employees and agents who will perform services under this Agreement so that Hospital can screen them against government lists of excluded and sanctioned individuals as required by the CIA; and (iii) informing Hospital in the event that either College or any employee or agent performing services under this Agreement is or becomes excluded, debarred, suspended, or otherwise ineligible to participate in federal health care or other federal programs, or is or has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a).

Access to Atlantic Health System’s Code of Ethics and Corporate Compliance Program is available at:

<https://www.atlantichealth.org/en/atlantic/policies.html>

Login name: policies

Password: _____

Exhibit D
Screening Prerequisites

Access to Atlantic Health System's Screenings is available at:

<https://www.atlantichealth.org/screening-exhibit>

Login name: screening

Password: _____



Hackensack
Meridian Health

Clinical Experience Agreement

Hudson County Community College RN Nursing Program

This Agreement of Clinical Learning Experience for undergraduate nursing students is between Hackensack Meridian Health (“HMH”) and Hudson County Community College (“College”). This Agreement shall be for the term of two (2) years commencing on **12/31/2023** through **12/31/2025** (the “Term”).

This Agreement shall remain in effect as hereinafter specified unless amended or terminated. Written notice shall be given by either party at least one hundred and twenty (120) days prior to the effective date of amendment or termination, except no notice shall be required if the agreement expires at the end of the Term. Students assigned to clinical or other experiences at HMH at the time of termination, including at the end of the Term, shall be allowed to complete their current semester, and the parties agree that the terms of this Agreement will remain in effect with respect to such students until completion of their semester. No modification of this Agreement will have any force or effect unless such modification is in writing, signed by both parties and referencing the specific sections of this Agreement and/or the Addendum to be modified.

HMH and College hereby mutually agree to the following:

1. Students enrolled in the Nursing Program at the College may use for clinical learning experiences the specified areas of HMH on the days and hours agreed upon.
2. Changes in the policies or procedures of HMH and of the College shall be communicated in writing through HMH and the Dean of Hudson County Community College.
3. The College agrees to notify HMH if they or any of their employees, students or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program.
4. Both the College and HMH, shall at all time comply with the 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 applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the standards of the Joint Commission on Accreditation of Healthcare Organizations, administrative and medical record policies and guidelines established and approved by HMH, which shall be made available to faculty and students. The parties agree that they will be liable for the errors, acts or omissions of themselves and their its employees to the extent permitted under the New Jersey Tort Claims Act, N.J.S.A., 59:1-1 et seq. For any action that may arise from the inappropriate use or release of confidential patient information by the College, its students or agents, HMH may terminate the agreement, dismiss the student, and/or file a complaint with the Office of Civil Rights.
5. The student’s access to and use of any patient information of HMH’s patients will be solely in connection with the training supervised by HMH’s personnel and no patient information from HMH’s patients will be disclosed to the College.

6. The Parties agree to comply with additional terms and conditions noted in **Exhibit B** to this Agreement.

Specific Responsibilities of HMH to the HCCC College.

1. HMH shall provide the College faculty with orientation to HMH.
2. HMH shall make available clinical facilities for student learning, including equipment and supplies required for patient care.
3. HMH shall permit students and faculty the use of HMH cafeteria at their own expense.
4. HMH shall make available emergency health care to students and faculty in the event of illness or an accident during the time spent at HMH and then refer these individuals to the College Health Service and/or their private physicians. The student or faculty member shall be responsible for ensuring reimbursement to HMH for care.
5. HMH represents that it has reasonable policies in place consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies in participating in the program. The Parties agree that all students receiving clinical experience pursuant to this Agreement shall be selected without discrimination on account of sex, race, creed, color, religion, handicap/disability, gender, gender expression, gender identity, genetic information, age, marital status, sexual orientation, veteran status, pregnancy status, ancestry or national origin and that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement
6. HMH shall maintain its health facility licensure as required by applicable law and meet criteria for accreditation as established by The Joint Commission, or other appropriate accrediting agency, as applicable. College shall have the right to immediately terminate this Agreement for cause if at any time during the term of the Agreement HMH's authority or ability to operate is lost, altered or otherwise jeopardized (e.g. loss of licensure or accreditation).
7. HMH maintains the ultimate responsibility for the patient care provided.
8. HMH shall have the right to request the removal of any faculty member or student from the clinical site at any time HMH determines that the student or faculty member does not meet HMH's standards of performance or for just cause. HMH shall be responsible for any and all actions taken in connection with its request to remove any faculty member or student from the clinical site.

Specific Responsibilities of the College to HMH

1. The College shall provide orientation to the educational program for HMH staff.
2. The College faculty members shall be directly responsible for the educational program while using the facilities of HMH.

3. The College administration shall request students' clinical placements in writing. The College will notify HMH at least two (2) months in advance of its planned schedule of student assignments to the clinical areas for approval.
4. The College shall assure that the faculty of the College will abide by all the applicable policies, procedures, rules and regulations of HMH.
5. The College shall notify the students they are responsible for complying with all the applicable policies, procedures, rules and regulations of HMH.
6. The College shall require each student and faculty member to meet the health requirements on **Exhibit A** to this Agreement.
7. The College shall require all students to conform to the uniform policy of HMH.
10. The College agrees to complete and provide evidence to Hackensack Meridian Health that a criminal background check has been performed on its students. The College shall immediately advise Hackensack Meridian Health regarding any issues raised during the criminal background check process.

General Provisions

1. **Indemnification.** College agrees to indemnify, defend and hold HMH and its affiliates, its directors, trustees, officers, agents, and employees harmless against any and all third-party claims, damages, costs, expenses, losses, liabilities or injuries to persons or property arising out of or directly resulting from the negligence or intentional act(s) of College, its students, faculty, employees, representatives provided however that such act(s) or omission(s) are not performed or omitted under the supervision or direction of any employee, representative or agent of HMH. HMH agrees to indemnify, defend and hold harmless, College and its affiliates, its directors, trustees, officers, agents, students, faculty and employees against any and all third-party claims, damages, costs, expenses, losses, liabilities or injuries to person or property arising out of or resulting from the negligence, intentional act(s) or willful misconduct of HMH, its faculty, employees, agents, representatives and/or contractors in the performance of this Agreement.
2. **Insurance.** The College shall furnish HMH with evidence that all students and faculty are covered by the commercial general liability insurance covering the activities of faculty and students in the amounts of \$2,000,000/\$4,000,000 in the annual aggregate. The College shall furnish HMH with evidence that all students and faculty carry professional liability insurance in the amount of \$1,000,000 per medical incident/\$3,000,000 annual aggregate. If the faculty will be onsite at a HMH location the College shall furnish HMH with evidence that all faculty are covered with Workers' Compensation insurance as required under New Jersey law which shall include \$1,000,000 bodily injury by accident / \$1,000,000 each employee disease / \$1,000,000 policy limit disease.

[STATE UNIVERSITIES ONLY] Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J.S. A. 59:1-1 et. seq. and the New Jersey

Contractual Liability Act, N. J. S. A. 59:13-1 et. seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties.

3. Independent Contractors. Each Party acknowledges participating students will not be considered employees or agents of HMH or College for any purpose. Participating students will not be entitled to receive any compensation from HMH or College or any benefits of employment from HMH or College, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment. The Parties hereby acknowledge that they are independent contractors, and neither party including any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of the other. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to HMH or College for any salaries, insurance or other benefits. No student or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
4. Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with the law of the State in which the Facilities are located or Federal law, it shall be deemed amended to eliminate the conflict.
5. Assignment. Neither Party shall assign or otherwise transfer this Agreement without the other Party's prior written consent, which may be held for any reason or for no reason. Any purported assignment in violation of this Section shall be null and void.
6. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for interpretation or determination of validity of this Agreement or any provision hereof.
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, together with all attachments, is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
9. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party.
10. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflicts of laws provisions or principles.

The aforementioned Agreement has been reviewed by both parties and all conditions are agreed to.

College/University:

Hudson County Community College

Address:

70 Sip Avenue

Jersey City, New Jersey 07306

HMH:

Hackensack Meridian Health

Address:

30 Prospect Avenue

Hackensack, New Jersey 07601

Signature:

Christopher M. Reber

President

Hudson County Community College

Signature:

Jeffrey R. Boscamp, MD

Co-Chief Academic Officer

Hackensack Meridian Health

Date

Date

EXHIBIT A

College/University assures that each student and Instructor has met the following health requirements prior to the first day of the clinical experience at Hackensack Meridian Health and can present documentation of such upon request:

1. Entire physical exam.
2. Negative two-step Mantoux test within the past twelve (12) months. For positive Mantoux test, documentation of a chest x-ray within six (6) months of positive result and documentation of annual symptom review thereafter. In the alternate, a negative QuantiFERON test within the past twelve (12) months without subsequent exposure will be accepted.
3. Documentation of Measles (rubeola), Mumps, Rubella (MMR) and varicella (chicken pox) immunization date or positive titer.
4. Documentation of Hepatitis B series or proof of positive Hepatitis B surface antibody titer, or a signed waiver prior to their affiliation at HMMH is also required.
5. Documentation of a negative 9 Panel substance abuse urine drug screen, within the past twelve (12) months, which includes the following: Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolites, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene.
6. Students and on-site faculty are required to comply with Hackensack Meridian Health's current flu vaccination policy that is in effect incorporated herein as Exhibit A.1, which is subject to change.
7. Students and on-site faculty are required to comply with Hackensack Meridian Health's current COVID vaccination policy that is in effect incorporated herein as Exhibit A.2, which is subject to change.
8. Students and on-site faculty are required to comply with Hackensack Meridian Health's current Fit Testing Requirements in effect incorporated herein as Exhibit A.3 and Exhibit A.4, which is subject to change.

Additionally, exposure to any of these communicable diseases by a susceptible person must be reported within 48 hours to Occupational Medicine at Hackensack Meridian Health.

EXHIBIT B

The Parties agree to the following:

1. The number of students to be assigned to the specified clinical area shall be in conformity with the ruling as stated by the New Jersey Board of Nursing, a 1: 10 instructor/student ratio.
2. The environment maintained by the nursing faculty of the College and the staff at HMH shall be such as will provide for maximum student learning.
3. Student assignments shall be made jointly with input from the nursing faculty and the nurse manager or charge nurse of the assigned clinical area of HMH. The nurse manager or charge nurse approves patient assignments.
4. An observational experience is defined as a student placement in which the student will not be delivering direct patient care to any patient under HMH's care.
5. The student will be observing the role of the nurse performing patient care activities within the assigned clinical area.
6. For undergraduate students a faculty member is not required to provide direct supervision during the student's observational experience. However, the faculty member must be present at the clinical site and available to the student.
7. The College faculty is required to provide written clinical objectives to the nurse manager and/or staff nurse for all observational experiences.
8. With patients' approval, students may gather data about the patients from the medical record and obtain information from the caregivers. This information is considered privileged and confidential and is to be used only for educational purposes.
9. The College shall furnish HMH with satisfactory evidence that all students and faculty who are licensed as Registered Nurses hold a current New Jersey license as a Registered Professional Nurse.
10. Graduate level clinical students are expected to contribute/participate in HMH's Evidence Based Practice and Research activities.

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (“Agreement”) is made effective as of [April 1st, 2023] (“Effective Date”), by and between University Hospital (“Hospital”), a body corporate and politic, and an instrumentality of the State of New Jersey, with offices at 150 Bergen Street, Newark, New Jersey 07103, and [Hudson Community College], with its principal place of business at [70 Sip Ave, Jersey City, NJ 07306] (“School”) for the clinical education of students in the Department of Nursing at School. Hospital and School are each individually a “party” and collectively the “parties.”

WHEREAS, School has established an educational curriculum in the field of nursing approved by the New Jersey Board of Nursing, and desires to enter into a clinical education affiliation program with Hospital for purposes of providing a supervised, clinical educational experience to qualified students of School (“Student” or Students”); and

WHEREAS, Hospital operates a licensed general acute care hospital and is willing to enter into an educational affiliation with School in order to provide Students an opportunity to obtain relevant, supervised experiences in clinical settings (the “Clinical Experience”);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and terms and conditions contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Requirements of School

1.1 Clinical Education; Designation of Contact

1.1.1 School shall assume full responsibility for planning and executing clinical education for Students including, but not limited to: administration, programming, curriculum, content, faculty appointments, admission, and graduation.

1.1.2 School shall designate a liaison to Hospital who shall be the principal point of contact for the School. School shall provide Hospital with the names and contact information of the faculty of School who will be responsible for the Students, prior to the participation of each Students in the Clinical Experience.

1.2 Selection of Students and On-site Clinical Evaluator(s)

1.2.1 School shall assess and identify Students for participation in the Clinical Experience, and make a written request for the participation of each Student in the Clinical Experience to Hospital at least one month prior to the commencement of placement.

1.2.2 School shall recommend to Hospital only qualified Students who have satisfactorily completed the appropriate curriculum and/or laboratory practice. School shall not recommend any Students or On-Site Clinical Evaluators who have been suspended, debarred and/or excluded from participation in any state or federally funded health care program including, without limitation, Medicare and Medicaid.

1.2.3 School may designate one or more qualified faculty to serve as an On-site Clinical Evaluator(s). On-site Clinical Evaluator(s) shall confer at regular intervals with Hospital designated personnel. If the School does not designate On-site Clinical Evaluator(s), all further references to such faculty in this Agreement may be disregarded.

1.3 Undergraduate and Graduate Degree Programs.

1.3.1 Undergraduate Programs. Faculty of School shall be available and on-site at the Hospital at all times when undergraduate Students of the School are assigned to the Clinical Experience, unless the School and Hospital have agreed in writing to an alternate plan of supervision. Undergraduate Students are those Students who do not have a baccalaureate degree in nursing. School shall provide qualified faculty to be on-site at Hospital for supervision and instruction of its students. The faculty assigned by School shall have a current license in good standing to practice nursing by the New Jersey Board of Nursing. School shall provide Hospital with the names of the faculty who will supervise Students prior to commencement of each clinical rotation. At no time shall the ratio of faculty to Students exceed 1:10 or otherwise exceed the requirements set from time to time by the New Jersey Board of Nursing.

1.3.2 Graduate Programs. Hospital may provide clinical instruction and supervision of Students by personnel designated as nurse preceptors or mentors who are qualified in a nursing specialty and/or otherwise permitted to supervise graduate Students in the field of nursing. Graduate Students are Students who have previously attained a baccalaureate degree and are currently enrolled in the master's or doctoral degree program in nursing at School. Licensure to practice as a registered nurse in the State of New Jersey is required for Graduate Programs with a focus on direct patient care such as Advanced Practice Nursing and Nurse Anesthesia.

1.4 Immunizations

1.4.1 School shall advise and direct its Students and On-site Clinical Evaluator(s), if applicable, that they are required to comply with Hospital policies on the immunization requirements of this Section. The Director of Education and Professional Development and/or designee of Hospital is responsible to ensure completion of Students (and On-Site Clinical Evaluator(s), if applicable) requirements prior to the commencement of placement. Hospital shall bear no out of pocket expenses for compliance with these provisions by Students and/or On-site Clinical Evaluator(s) and/or faculty of School.

1.4.2 Prior to permitting an On-site Clinical Evaluator(s), if applicable, to participate in the Clinical Experience, Hospital shall accept evidence of compliance with the immunization and health standards of Hospital directly from the On-site Clinical Evaluator(s). Prior to permitting a Student to participate in clinical education at Hospital, School shall submit to Hospital, on behalf of the Student, appropriate evidence as set forth below.

1.4.3 Students and/or On-site Clinical Evaluator(s), if applicable, shall provide evidence of the following testing before clinical placement:

(a) Two-step TB testing (two Mantoux tests given within one to three weeks of each other) within the previous year, or documentation of annual TB tests within the previous two years (if any of the skin tests referenced in this section were positive, then documentation of the positive test must be provided, along with a report of a chest x-ray taken within the past one year indicating that the individual does not have active TB). Alternatively, students may submit evidence of Interferon Gamma Release Assay ("IGRA") TB test. A positive test indicates a TB infection and requires the report of a chest x-ray taken within the past one year.

(b) Measles titer indicating immunity to measles; or proof of two doses of live measles (or MMR) vaccine, at least one month apart, on or after the individual's first birthday; or documentation of a physician-diagnosed case of measles (if after 1956); or rubella titer indicating immunity; or if individual is not immune, proof of two doses of live rubella (or MMR) vaccine, at least one month apart, on or after the individual's first

birthday;

(c) mumps titer indicating immunity to mumps; or proof of two doses of live mumps (or MMR) vaccine, at least one month apart, on or after the individual's first birthday; or documentation of a physician-diagnosed case of mumps (if born after 1956); and

(d) varicella titer indicating immunity to varicella; or proof of two doses of varicella vaccine, four to eight weeks apart; or documentation of a physician-diagnosed case of varicella.

1.4.4 Hepatitis B. Students and/or On-site Clinical Evaluator(s) shall provide documentation demonstrating proof of the following: (a) completion of all three doses of the Hepatitis B vaccine; (b) begun the Hepatitis B vaccine process; or (c) provided documentation of immunity to Hepatitis B as demonstrated by a positive Hepatitis Surface Antibody

1.4.5 Influenza. All Students and On-site Clinical Evaluator(s), if applicable, shall be vaccinated with the current seasonable influenza vaccine if Clinical Experience occurs at any time during any part or all of October through and including May.

1.5 Criminal Background Check.

1.5.1 Each Student and/or On-site Clinical Evaluator(s) shall submit to an annual background check prior to commencing participation in the Clinical Experience. The background check shall include, at a minimum: (a) a New Jersey State Police Criminal Background Check; and (b) a statewide criminal check with out-of-state check(s) as may be necessary due to prior out-of-state addresses and/or places of employment. County-by-county searches are required for states that do not have statewide searches available.

1.5.2 School shall arrange for and process the criminal background check of each Student and/or On-Site Clinical Evaluator(s). Each Student and On-Site Clinical Evaluator shall authorize the results of the criminal background check to be received directly by Hospital. Criminal background checks shall be reviewed by the Director of Education and Professional Development or designee of Hospital. Any Student and/or On-site Clinical Evaluator(s) may be declined placement at Hospital based upon the results of the criminal background check at the sole discretion of Hospital in accordance with Hospital policy.

1.6 Health Insurance. Students and On-site Clinical Evaluator(s), if applicable, shall be required to provide their own health insurance coverage including basic hospital benefits, which shall be maintained at all times during participation in the Clinical Experience. School shall provide evidence to Hospital that health care is covered by an appropriate insurance policy prior to commencement in the Clinical Experience.

1.7 School agrees and acknowledges that its Students are "workforce members" while they are studying at Hospital (as that term is defined by the United States Department of Health and Human Services) and, in that capacity, Students and the School shall be subject to the following provisions:

1.7.1 School acknowledges and agrees that it shall instruct its faculty, On-site Clinical Evaluator(s) and/or Students and/or other personnel of their obligation to keep all patient information confidential in accordance with all applicable federal and state laws and regulations including, but not limited to, the obligations governing the privacy and security of health information pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations (the "Privacy Rule") and the Health

Information Technology for Economic and Clinical Health Act (“HITECH”).

1.7.2 School agrees to instruct Students, On-site Clinical Evaluator(s), its faculty and other personnel who participate in the Clinical Experience not to use or disclose Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, obtained in the course of the Clinical Experience for purposes other than those related to the Clinical Experience.

1.7.3 School shall inform its Students, On-site Clinical Evaluator(s), and faculty and other personnel who participate in the Clinical Experience of the requirement of Hospital to sign the Confidentiality Agreement of Hospital prior to the commencement of his/her participation in the Clinical Experience. A copy of the Confidentiality Agreement is attached hereto as Exhibit A.

1.7.4 School agrees and acknowledges that, except as required by applicable law, and or order or requirement or any judicial or governmental authority, the School and its faculty, On-site Clinical Evaluator(s), Students and other personnel shall not disclose confidential and/or proprietary information of Hospital at all times including, but not limited to, after the expiration or other termination of this Agreement. The School shall instruct Students, its faculty, On-site Clinical Evaluator(s) and other personnel involved in the Clinical Experience that any violation of confidentiality shall be sufficient cause to have that person removed from participation in the Clinical Experience and may subject the School to legal penalties.

1.8 Official Application.

1.8.1 School is responsible together with the Student and/or On-site Clinical Evaluator(s) to assemble the official application of the Student and/or On-site Clinical Evaluator(s) and to provide it to the Office of Medical Staff Affairs and Education of Hospital reasonably in advance of commencing clinical education at Hospital, with evidence of compliance with the terms of this Agreement including, but not limited to: (a) executed Confidentiality Agreement, the current form of which is attached hereto as Exhibit A; and (b) the government issued photo identification of each Student and/or On-site Clinical Evaluator.

1.8.2 The application shall be reviewed by the Director of Education and Professional Development or designee of Hospital. No Student and/or On-site Clinical Evaluator(s) shall commence participation in the Clinical Experience until the file is complete and approved by Hospital. School agrees and acknowledges that a complete file must be submitted reasonably in advance to allow sufficient time for Hospital to review.

1.9 Additional Clinical Experience Requirements.

1.9.1 School shall maintain accurate and complete records of each Student that participates in the Clinical Experience.

1.9.2 School shall instruct Students and On-site Clinical Evaluator(s) to comply at all times with the policies and procedures of Hospital.

1.9.3 Student and/or On-site Clinical Evaluator may request access to view or document in the Electronic Health Records of Hospital. Such request shall be subject to review of Hospital and may only be approved upon written consent of Hospital. The Preceptor for the Student is responsible for reviewing and timely co-signing Student notations.

1.9.4 School shall be responsible for the cost of repairing or replacing any Hospital property which is broken or damaged by the negligence of any Student and/or On-Site Clinical Evaluator during participation in the Clinical Experience.

1.9.5 School shall be responsible for advising its Students and/or On-site Clinical Evaluator(s) of their responsibilities under this Agreement.

1.9.6. School shall be solely responsible for facilitating any arrangements necessary for Students who request accommodations for a qualifying disability. School shall inform Hospital about any such accommodations.

2. Rights and Obligations of Hospital

2.1 Hospital shall make its facilities available to the Students and faculty of School in the Clinical Experience to the extent practicable, with consideration to the continuing need of Hospital to deliver quality patient care and educational programs.

2.2 Hospital shall not assume responsibility for travel, incidental or other expenses of the Students, faculty and/or On-site Clinical Evaluator(s), if applicable. Hospital shall not be responsible for providing housing, clothing, transportation, parking, meals, uniforms, laundry services, or other related services.

2.3 Hospital shall provide orientation to Students, faculty and/or On-site Clinical Evaluator(s), if applicable, and shall make available the policies, rules and regulations of Hospital with which they are expected to comply.

2.4 Hospital shall appoint designated liaison(s) who shall be responsible to provide clinical instruction and supervision of Students, and for the coordination and implementation of the Clinical Experience with the School. Hospital may consult with faculty of School to plan and evaluate the clinical experience.

2.5 Removal of Student. Hospital has the sole right to suspend and/or remove any Student, faculty, and/or On-site Clinical Evaluator(s), if applicable, from the clinical site, for any reason that Hospital, in its sole discretion, deems appropriate including, but not limited to, for actions and/or inactions that may impair the safety and/or welfare of Hospital patients, staff, or employees, or otherwise violates applicable law, regulation, or Hospital policy. Hospital shall be responsible for any and all actions taken in connection with its suspension and/or removal of any Student, faculty, and/or On-site Clinical Evaluator(s), if applicable, from the clinical site. Where practicable, Hospital will notify School in advance of taking any such action. The decision of Hospital shall be final and non-appealable.

2.6 Maintenance of Patient Services. Hospital maintains ultimate responsibility for the care of its patients. Hospital will, at all times, provide staff to be responsible for the development, maintenance and provision of these services to Hospital patients. Hospital shall provide clinical instruction and supervision of Students by qualified personnel who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the educational program.

3. General Clinical Experience Requirements

3.1 Clinical Experience Term. The Clinical Experience Term of each Student and/or On-site Clinical Evaluator shall be determined by mutual written agreement of the parties. In the event that a Clinical Experience extends beyond one consecutive 12-month calendar year, Student and/or On-site Clinical Evaluator(s) shall re-certify to all requirements set forth in this Agreement.

3.2 Number of Students. The number of Students eligible to participate in the Clinical

Experience at Hospital shall be determined by mutual written agreement of the parties.

3.3 The parties acknowledge that School is not an Affiliated Provider, Health Care Provider, Hybrid Entity, or Provider (as those terms are defined by the United States Department of Health and Human Service). Accordingly, School agrees that it shall not render any bill to any patient or third party for any service provided by its Student(s). To the extent any billable service is provided hereunder, the School and its faculty, Students and other personnel, hereby irrevocably assign to Hospital any and all rights to bill patients and/or third party payors (governmental or otherwise) for such service(s) and nothing further shall be required by the parties to complete this assignment.

3.4 All records of patient services while training at Hospital provided under this Agreement by Students and/or faculty during the Clinical Experience shall belong to Hospital, provided that the School shall be entitled, upon written request, to a copy of such de-identified patient records, except that such request shall only be authorized for the Student to evidence satisfactory completion of his/her clinical education at Hospital. Such access shall be in accordance with New Jersey and federal law, including HIPAA and HITECH.

3.5 Student Records and Information. Hospital shall keep and use all Student information it may acquire for the sole purpose of fulfilling its obligations under this Agreement in accordance with all applicable federal and state law.

3.6 Student identification badges provided by School must be worn at all times while participating in the Clinical Experience.

4. Insurance

4.1 School. School shall obtain and maintain at its own expense during the term of this Agreement, and any renewal thereof, professional liability malpractice insurance and comprehensive commercial general liability insurance covering the School and its faculty, Students, employees, staff and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by School, its Students, faculty, employees, staff, and agents under this Agreement. Such insurance shall protect School, its faculty, Students, employees, staff, and agents against claims arising against School, its faculty, Students, employees, staff, and agents providing limits of coverage of not less than Two Million Dollars (\$2,000,000) on an occurrence type basis and Four Million Dollars (\$4,000,000) in the aggregate. Should such policy or policies be made on a claims made basis, School agrees and acknowledges to and shall assume liability for all future claims presented with regard to the performance of services by School, its faculty, Students, employees, staff, and agents in accordance with this Agreement. School shall maintain workers' compensation insurance for School employees with coverage not less than that required by applicable law.

A certificate(s) of such insurance, naming Hospital as a certificate holder for professional malpractice and for commercial general liability, shall be provided to Hospital. Any failure to maintain such insurance during the term of this Agreement shall constitute cause for immediate termination of this Agreement. The Certificate of Insurances of School must be submitted to the Director of Education and Professional Development or designee of Hospital no less than 30 days prior to the commencement of a Student rotation, and annually thereafter.

4.2 Hospital. Hospital shall, at all times during the term of this Agreement, secure and maintain professional and general liability coverage for itself and its employees against any claims or losses arising out of the performance of their duties providing both professional and general liability coverage with a minimum limit of liability of One-Million Dollars (\$1,000,000) per occurrence and Three-Million Dollars (\$3,000,000) in annual aggregate, subject to the New Jersey State Tort Claims Act, N.J.S.A. 59:1-1 et seq. Hospital further assumes any and all obligations

for its employees that are required pursuant to the Workers' Compensation and Disability Laws of the State of New Jersey.

5. Compliance Responsibilities of the Parties

In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law").

6. Term; Termination

6.1 Term. The Term of this Agreement begins as of the Effective Date **April 1st, 2023** and ends **March 31st, 2025**.

6.2 Termination. Notwithstanding any provision or language in this Agreement to the contrary, either party has the right to terminate this Agreement, prior to the expiration of the Term, without cause, by providing the other party one hundred twenty (120) days written notice. Both parties retain the right to terminate this Agreement immediately "for cause." In the event of early termination of this Agreement, any student currently participating in the Clinical Experience shall be a permitted to complete the Clinical Experience to the extent practicable, provided that School continues to fulfill all of its obligations hereunder including, without limitation, obligations regarding insurance, indemnification and day-to-day operation of the Clinical Experience.

7. Notices.

Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and will be deemed to have been duly given to the parties at their respective addresses listed below by (a) hand-delivery (with written confirmation of receipt); or (b) certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth on the signature page of this Agreement; or (c) overnight delivery service; provided that a copy is mailed by registered mail, return receipt requested. Any party may change its address for notices by providing the other Parties with written notice complying with the requirements of this Section.

To Hospital:
University Hospital
150 Bergen Street
Administrative Suite Level D
Newark, NJ 07103
Attention: Office of the President and
Chief Executive Officer

With a Copy to:
University Hospital
150 Bergen Street, B-239
Newark, NJ 07101
Attention: Director, Education and
Professional Development

To the School:
**Hudson County Community
College**
70 Sip Avenue
Jersey City, NJ 07306
Attention: Office of the President

With a Copy to:
**Hudson County Community
College / Nursing Program**
870 Bergen Avenue, 3rd Floor
Jersey City, NJ 07306
Attention: Catherine Sirangelo, Dean

8. General Provisions

8.1 **Non-Discrimination; Compliance with Laws.** The parties agree that there shall be no discrimination against any Student on the basis of age, race, color, creed, religion, gender, sexual orientation, ancestry, national origin, marital status, pregnancy status, veteran status, disability or membership in any other protected class in violation of any law applicable to the School and/or Hospital in connection with this Agreement.

8.2 **Change in Law.** The parties acknowledges and agree that if, as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either party of any provision of this Agreement should jeopardize the licensure of Hospital, its participation in Medicare, Medicaid or other public or private reimbursement or payment programs, its exemption from taxation under Internal Revenue Code Section 501(c)(3) or its full accreditation by the Joint Commission on Accreditation of Healthcare Organizations, or if it should constitute a violation of any statute, regulation or ordinance, or be deemed unethical by any recognized agency or association in the medical or hospital field, Hospital may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within seven (7) calendar days, Hospital shall terminate this Agreement effective immediately.

8.3 **Indemnification.** Each party agrees that it will indemnify and hold harmless the other, including its officers, directors/trustees, employees, and agents from any and all liability in connection with third-party claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its officers, directors/trustees, employees, and agents arising out of this Agreement and its performance hereunder, except to the extent such damage or injury is caused by the negligent acts or omissions of the other party and/or its officers, directors/trustees, employees, and agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suits instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.

8.4 **Independent Contractor.** It is acknowledged and agreed by the parties that School, Students, faculty, On- site Clinical Evaluator(s), if applicable, employees and other personnel are “independent contractors” with respect to Hospital and that nothing in this Agreement is intended to or shall be construed to create any employer/employee relationship or any relationship other than that of independent contractors. Hospital shall in no event have any obligations to School, Students, faculty, On-site Clinical Evaluator(s), if applicable, employees or other personnel, including payment of any compensation, any withholding, social security, or any other employee-related obligations. School shall be responsible at all times for the actions and omissions of its Students, faculty, employees and other personnel.

8.5 **Non-Exclusivity.** School agrees and acknowledges that its placement of Students at Hospital is not exclusive and that Hospital has agreements with and accepts students from other schools.

8.6 **Entire Agreement.** The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the parties with respect to the subject matter hereof; that upon and after the Effective Date, this Agreement shall supersede any and all writings in effect between the parties regarding the subject matter of the terms and conditions set forth in this Agreement; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed.

8.7 Governing Law. This Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its principles of conflicts of laws. The parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey, or in the courts of the State of New Jersey.

8.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

8.9 Assignment. Except as otherwise provided in this Agreement, the parties hereto may not assign their rights, duties or obligations, either in whole or in part, without receiving the prior written consent of the other party.

8.10 Non-Waiver. The failure of either party to enforce a breach of any provision of this Agreement or to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of the breach for the remaining Term of this Agreement.

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

[Remainder of Page Left Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto agree to the above as written.

University Hospital

By: _____

Name: Robert C. Iannaccone, MBA, JD

Title: Executive Vice President

Date: _____

Hudson County Community College

By: _____

Name: Christopher M. Reber, Ph.D.

Date: President, College

Date: _____

EXHIBIT A

AGREEMENT OF CONFIDENTIALITY

University Hospital (“Hospital”) has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of their personal health information. In the course of my participation in the educational Clinical Experience at Hospital (“Clinical Experience”), I may come into the possession of confidential patient information.

I understand that such information must be maintained in the strictest confidence in my capacity as a faculty member or Student, and even after my participation in the Clinical Experience is terminated or concluded. As a condition of my participation in the Clinical Experience, I hereby acknowledge and agree that I will not at any time during or after such participation disclose any patient or other confidential information whatsoever and any breach or violation or failure of this legal duty, whether intentional, unintentional or negligent, may result in the termination of my participation in the Clinical Experience, and may subject me to fines, penalties, damages and other legal actions.

When patient or other confidential information must be discussed with any health care practitioners in my capacity as a Student or the School’s faculty in the course of my work, I will use all reasonable care and discretion to assure that such conversations are not overheard by others who are not involved in the patient’s care.

I understand the user ID/password assigned for access to any Hospital computer system is unique to me and for my use only and in connection with authorized functions related to the Clinical Experience. I acknowledge and agree that I will be held accountable for system access and entries performed by me. If issued a password, I agree not to release it to anyone else. I will not post, share or otherwise distribute my password. I will contact the University Hospital Department of Information Services and Technology immediately if I have reason to believe the confidentiality of my password has been compromised.

By signing below, I acknowledge that I have read the above and accept the responsibility associated with these statements. I understand that any violation of this Agreement of Confidentiality may be cause for immediate termination of my participation in the Clinical Experience.

Faculty or Student Name

Faculty or Student Signature

Date



AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE SPONSORING INSTITUTION OF AN EDUCATIONAL PROGRAM

(For use when **VA RECEIVES** Health Professions Trainees from an Academic Institution, School or Program)

VA Healthcare System Name and Number:		New Jersey HCS 561
Veterans Integrated Service Network (VISN Number):		VISN 2 New York/New Jersey VA Health Care Network
Name of Institution Sponsoring the Educational Program:		Hudson County Community College
Accrediting Body:		New Jersey Board of Nursing
GME PROGRAMS ONLY		
Please insert ACGME Program Number:		
ASSOCIATED HEALTH AND NURSING PROGRAMS		
Name of College or School:		Hudson County Community College Scholl of Nursing and Health Professions
Health Profession:		Practical Nursing
Academic Degree Level of Training:		Practical Nursing Certificate

This agreement, when duly executed and approved by the Department of Veterans Affairs, establishes an affiliation between the VA Healthcare System (VA) and the Sponsoring Institution of an Educational Program ("the Academic Affiliate") collectively referred to as the "Parties," for the purpose of training health professions trainees (HPTs). In this agreement, "VA Healthcare System" includes both the main campus of a VA medical facility and any associated Community-Based Outpatient Clinics (CBOCs), Community Living Centers (CLCs) and Ambulatory Care Centers (ACCs). The term VA Healthcare System also includes those Readjustment Counseling Centers who have signed and executed an educational Memoranda of Understanding (MOU) with that VA Healthcare System. The Parties to this agreement have a shared responsibility for the educational enterprise. The Academic Affiliate accepts primary responsibility for the integrated education program conducted with VA while the VA Healthcare System retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

Affiliation agreements promote common standards for HPT education. The Parties to the affiliation agreement seek to avoid duplication of academic assets. The Parties enter this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is essential because it establishes the administrative and legal basis of the relationship between the Academic Affiliate and VA and provides the foundation for additional agreements between the Parties.

In entering into this agreement, VA and the Academic Affiliate have a responsibility to comply with applicable federal laws and VA policies. While the existence of an affiliation agreement does not guarantee that VA and the Academic Affiliate will enter into additional agreements, some academic affiliates may have other agreements with VA including clinical contracts, research agreements, memoranda of understanding and/or other written agreements.

RESPONSIBILITIES

The Academic Affiliate and the VA have the following responsibilities:

1. Accreditation Standards

a) Academic Affiliate

As the institution sponsoring the educational program, the Academic Affiliate will assume overall responsibility for the educational program and maintain accreditation by the nationally recognized accrediting body for that profession, if one exists. The Academic Affiliate will notify VA within three business days of any change in the accreditation status of the educational program.

b) VA

The VA will operate and manage its facility and will maintain accreditation by The Joint Commission and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Affiliate to provide an appropriate learning environment and provide resources to meet the applicable accreditation standards for the training program. VA will provide information, documentation and/or other assistance as required for accreditation purposes.

2. Site Directors, Program Directors and Faculty

a) Academic Affiliate

A collaborative relationship between the Academic Affiliate and VA is vital to the success of shared educational programs. The Academic Affiliate will encourage VA staff involved in teaching their HPTs to participate in relevant programmatic meetings and committee assignments. In addition, the Academic Affiliate is encouraged to provide faculty appointments to VA faculty when appropriate. The Academic Affiliate is responsible for the approval of faculty members, including VA personnel, with responsibility for HPT teaching. When possible, the Academic Affiliate will provide faculty development opportunities to VA faculty including access to online curricula and educational resources. VA faculty should have access to systems utilized for HPT and faculty assessment and program evaluation.

b) VA

The VA will designate a VA profession-specific site director as the appropriate Point of Contact for the trainee experience. In addition, the VA will appoint qualified health care professionals (full-time, part-time or Without Compensation (WOC)) to provide supervision for HPTs and their activities. The VA will assure the availability of staff with appropriate credentials to teach and supervise HPTs.

3. Administration and Setting of the Health Professions Education Program

a) Academic Affiliate

The Academic Affiliate will assume primary responsibility for the administration of academic affairs including the education and assessment of HPTs. The Academic Affiliate's responsibilities encompass the completion of Program Letters of Agreement (when applicable), program curricula, program policies, academic supervision of HPTs, assignment to rotations/educational experiences, HPT selection and assessment, and program evaluation. In addition, the Academic Affiliate is responsible for the oversight and administration of the academic program to ensure it meets accreditation standards. The HPTs accepted for assignment at VA must have the qualifications and credentials as agreed upon by the Academic Affiliate and VA. The Academic Affiliate will communicate preceptor needs to VA and review available VA rotation/educational experiences against the program's learning objectives and requirements to determine suitability of

VA clinical experiences for HPT training. The Academic Affiliate shall collaborate with VA to determine the appropriate number of HPTs to be assigned to VA; VA has final authority on the types, number, and assignments of HPTs, as it can only accept and accommodate HPTs based on available resources. The Academic Affiliate is responsible for following relevant VA and Veterans Health Administration (VHA) Handbooks and Directives. VA and VHA policies may be found on this external website: [VHA Publications \(va.gov\)](https://www.va.gov/vha/publications/).

b) VA

To the extent possible, VA representatives will serve on the Academic Affiliate's education oversight committees to ensure VA is an active participant in the administration of the training program. The Academic Affiliate's evaluation of its educational program must include a mechanism to incorporate feedback from rotations and educational experiences at VA. VA will provide relevant VA and VHA Handbooks and Directives to the Academic Affiliate.

Training may occur at any location within the VA Healthcare System as defined in the first paragraph of this document. As part of the educational experience, HPTs may also participate in approved telehealth delivery of healthcare. HPTs may conduct telehealth activities between the main campus of the VA Healthcare System and its outlying clinical sites (e.g., CBOCs, CLCs and ACCs), or between any clinical site and the patient's home. Telehealth care may not be delivered to VA Healthcare Systems that are not signatories to this agreement without additional approvals. If episodes of training, including telehealth, are to occur at VA Healthcare System sites other than the ones covered by this agreement, the additional facility must be covered by a separate VA affiliation agreement or other administrative approvals.

4. Orientation, Resources, Supervision, Dismissal Procedures

a) Academic Affiliate

The Academic Affiliate will ensure that each HPT is prepared to participate in VA training before every HPT's rotation/education experience. The Academic Affiliate will prepare the Trainee Qualifications and Credentials Verification Letter (TQCVL) and provide verification of information for the HPTs rotating at VA. The Academic Affiliate will notify the VA of significant changes in HPT qualifications or credentials within three business days of discovery.

The Academic Affiliate will orient HPTs to affiliate and program educational policies. The Academic Affiliate and VA staff will collaborate to ensure appropriate resources are available for HPTs.

The Academic Affiliate will assure that HPTs will be supervised by staff with appropriate credentials per VA and accrediting body standards, as applicable. The Academic Affiliate, in consultation with VA faculty and staff, will assess the HPTs' performance and conduct according to the guidelines outlined in the approved curriculum and accepted standards for the training program.

If the Academic Affiliate is considering dismissal of an HPT assigned to VA for unsatisfactory performance or conduct, consultation with the VA site director is required prior to the rendering of any decision. If the Academic Affiliate decides to dismiss the HPT or the HPT resigns from the program, the VA site director must be notified within three business days. VA will terminate HPTs' VA assignment and access to VA systems and facilities upon such notice.

b) VA

VA will orient Academic Affiliate's HPTs and any accompanying academic faculty to the VA facility and systems. While at VA, HPTs and faculty are subject to VA policies, procedures and federal law in addition to the Affiliate's educational program policies. HPTs are required to take an on-line module in the VA's learning management system called "Mandatory Training for Trainees (MTT)" or the annual "MTT-Refresher". This training is required by the VHA Office of Academic Affiliations (OAA).

VA will establish qualifications for HPTs coming to VA from Academic Affiliates. VA will ensure that all HPTs and accompanying academic faculty are onboarded, have appropriate credentials, receive information systems access as appropriate, and are appointed to VA through Human Resources. Faculty coming from the Academic Affiliate must also receive privileges or scopes of practice for patient care activities.

If an HPT is required to participate in an investigation or inquiry, VA will notify the Academic Affiliate as soon as feasible.

VA will assure that HPTs incurring occupational injuries (including exposure to infectious or environmental hazards) while at VA, will be assessed and, in emergency cases, have treatment provided. The HPT experiencing an injury or exposure should notify the VA Site Director as soon as possible and no later than three business days after any injury or exposure. When informed of an HPT injury, VA will notify the Academic Affiliate within three business days.

VA will notify the Academic Affiliate within three business days if an HPT is dismissed from a VA assignment. In consultation with the Academic Affiliate, VA will evaluate a HPT's performance and conduct using the processes determined by the Academic Affiliate and its accrediting body, and VA educational policies.

5. Program Policies, Rules and Regulations

a) Academic Affiliate

The Academic Affiliate acknowledges and agrees that HPTs must comply with VA eligibility requirements including appropriate health screenings, immunizations, US Selective Service System registration, and residency status such as proof of US citizenship or legal residence, or non-immigrant or exchange visitor status. Non-US-citizen HPTs are ineligible for direct-paid VA training positions. Rotation of non-US-Citizen HPTs at VA must be approved by the Medical Center Director for that VA Healthcare System. The Academic Affiliate will ensure that each HPT is screened against the US Department of Health and Human Services (DHHS) List of Excluded Individuals/Entities. Any HPT having a current or past license in any health profession will also have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB). The Academic Affiliate will perform background investigations on HPTs as appropriate and inform all HPTs that the VA is a Drug-Free Workplace. HPTs may be selected for random drug testing.

The Academic Affiliate acknowledges that each HPT assigned to complete a rotation at VA under this Agreement will be a user of VA information and VA information systems. As such, each HPT will be responsible for meeting all statutory and policy requirements before having systems access. Each HPT will also be responsible for safeguarding VA information which includes but is not limited to following all of VA's confidentiality statutes, taking VA information privacy and security training (through the Mandatory Training for Trainees course), immediately reporting all security incidents to the appropriate facility Privacy Officer and acknowledging and agreeing to follow all requirements found in VA's Information Security Rules of Behavior.

b) VA

VA will notify the Academic Affiliate when new VHA Directives or Handbooks pertaining to education are released or current ones are updated and will provide such copies as requested.

VA will notify the Academic Affiliate when relevant federal laws or regulations relating to VA academic affiliates, training programs, or trainees are enacted and effective.

6. Affiliation Partnership Council

a) Academic Affiliate

The Academic Affiliate should recommend members from its staff for appointment to the local VA

Affiliation Partnership Council (APC) and its subcommittees per VA policy.

b) VA

VA may invite appropriate Academic Affiliate representatives to the VA APC and/or its subcommittees. Invitations will be extended based on the size of the training program, the extent of involvement in the VA and geographic proximity to the VA facility.

7. Learning Environment

a) Academic Affiliate

The Academic Affiliate will communicate to VA its processes for monitoring the learning environment and share the results with VA.

b) VA

VA will ensure that HPT training takes place in an environment that supports trainee psychological, physical, and emotional well-being, and ensures appropriate supervision of HPT activities. The VA site director will monitor HPT workload to ensure that it is distributed appropriately. VA staff will collaborate with the Academic Affiliate to ensure appropriate resources are available for HPTs.

TERMS OF AGREEMENT

The ultimate responsibility for the control and operation of VA facilities, programs and patient care rests with VA. Responsibility for academic education rests with the Academic Affiliate. Through this affiliation agreement, collaboration is created with VA to enhance health professions education.

The Academic Affiliate must comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate or retaliate against any person on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity (including transgender orientation), disability, genetic information, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to federal law. In the event of conflict between terms of this agreement and any applicable federal law, federal law will supersede the terms of this agreement. This Agreement shall not be amended nor may any of its provisions be waived or modified.

Properly-appointed faculty members (except those providing services under a contract with VA) and properly-appointed HPTs of the Academic Affiliate, when providing professional services to Veterans, are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

In accordance with the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule, P. L. 104-191, VHA is a covered entity. VHA must ensure that all those who access and use its protected health information, including the Academic Affiliate, will both protect the privacy of protected health information (PHI) and secure the same, by complying with all requirements found in the HIPAA Privacy Rule, Security Rule and Breach Notification Rule as found in 45 C.F.R. Parts 160 and 164. In cases where PHI may occasionally need to be disclosed from VA to the Academic Affiliate, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes.

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act ("HITECH Act"), as each may be amended from time to time, and any current and future regulations promulgated thereunder. The Parties agree that the Academic Affiliate does not require access to and will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103, pursuant to this agreement.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until 1/1/33. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

ACADEMIC AFFILIATE SIGNATURES			
Signature of Dean, Provost, Designated Institutional Official or Legal Designee	Date	Signature of Program Director	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	

VA HEALTHCARE SYSTEM SIGNATURES (E-Signatures Accepted)			
Signature of VA Program/Site Director Receiving Trainees	Date	Signature of Designated Education Officer or Associate Chief of Staff for Education	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	
Signature of Medical Center Director	Date		
Print Name/Official Title of Individual			

VISN AND OAA SIGNATURES (E-Signatures Accepted)			
This signature block required for all Medical and Dental programs, and any Associated Health/Nursing Programs utilizing Disbursement Agreements			
VISN Director	Date	Chief Academic Affiliations Officer	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	



AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE SPONSORING INSTITUTION OF AN EDUCATIONAL PROGRAM

(For use when **VA RECEIVES** Health Professions Trainees from an Academic Institution, School or Program)

VA Healthcare System Name and Number:	New Jersey HCS 561
Veterans Integrated Service Network (VISN Number):	VISN 2 New York/New Jersey VA Health Care Network
Name of Institution Sponsoring the Educational Program:	Hudson County Community College
Accrediting Body:	Accreditation Commission for Education in Nursing (ACEN)
GME PROGRAMS ONLY	
Please insert ACGME Program Number:	
ASSOCIATED HEALTH AND NURSING PROGRAMS	
Name of College or School:	Nursing and Health Sciences
Health Profession:	Nursing
Academic Degree Level of Training:	Nursing A.S

This agreement, when duly executed and approved by the Department of Veterans Affairs, establishes an affiliation between the VA Healthcare System (VA) and the Sponsoring Institution of an Educational Program ("the Academic Affiliate") collectively referred to as the "Parties," for the purpose of training health professions trainees (HPTs). In this agreement, "VA Healthcare System" includes both the main campus of a VA medical facility and any associated Community-Based Outpatient Clinics (CBOCs), Community Living Centers (CLCs) and Ambulatory Care Centers (ACCs). The term VA Healthcare System also includes those Readjustment Counseling Centers who have signed and executed an educational Memoranda of Understanding (MOU) with that VA Healthcare System. The Parties to this agreement have a shared responsibility for the educational enterprise. The Academic Affiliate accepts primary responsibility for the integrated education program conducted with VA while the VA Healthcare System retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

Affiliation agreements promote common standards for HPT education. The Parties to the affiliation agreement seek to avoid duplication of academic assets. The Parties enter this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is essential because it establishes the administrative and legal basis of the relationship between the Academic Affiliate and VA and provides the foundation for additional agreements between the Parties.

In entering into this agreement, VA and the Academic Affiliate have a responsibility to comply with applicable federal laws and VA policies. While the existence of an affiliation agreement does not guarantee that VA and the Academic Affiliate will enter into additional agreements, some academic affiliates may have other agreements with VA including clinical contracts, research agreements, memoranda of understanding and/or other written agreements.

RESPONSIBILITIES

The Academic Affiliate and the VA have the following responsibilities:

1. Accreditation Standards

a) Academic Affiliate

As the institution sponsoring the educational program, the Academic Affiliate will assume overall responsibility for the educational program and maintain accreditation by the nationally recognized accrediting body for that profession, if one exists. The Academic Affiliate will notify VA within three business days of any change in the accreditation status of the educational program.

b) VA

The VA will operate and manage its facility and will maintain accreditation by The Joint Commission and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Affiliate to provide an appropriate learning environment and provide resources to meet the applicable accreditation standards for the training program. VA will provide information, documentation and/or other assistance as required for accreditation purposes.

2. Site Directors, Program Directors and Faculty

a) Academic Affiliate

A collaborative relationship between the Academic Affiliate and VA is vital to the success of shared educational programs. The Academic Affiliate will encourage VA staff involved in teaching their HPTs to participate in relevant programmatic meetings and committee assignments. In addition, the Academic Affiliate is encouraged to provide faculty appointments to VA faculty when appropriate. The Academic Affiliate is responsible for the approval of faculty members, including VA personnel, with responsibility for **HPT** teaching. When possible, the Academic Affiliate will provide faculty development opportunities to VA faculty including access to online curricula and educational resources. VA faculty should have access to systems utilized for HPT and faculty assessment and program evaluation.

b) VA

The VA will designate a VA profession-specific site director as the appropriate Point of Contact for the trainee experience. In addition, the VA will appoint qualified health care professionals (full-time, part-time or Without Compensation (WOC)) to provide supervision for HPTs and their activities. The VA will assure the availability of staff with appropriate credentials to teach and supervise HPTs.

3. Administration and Setting of the Health Professions Education Program

a) Academic Affiliate

The Academic Affiliate will assume primary responsibility for the administration of academic affairs including the education and assessment of HPTs. The Academic Affiliate's responsibilities encompass the completion of Program Letters of Agreement (when applicable), program curricula, program policies, academic supervision of HPTs, assignment to rotations/educational experiences, HPT selection and assessment, and program evaluation. In addition, the Academic Affiliate is responsible for the oversight and administration of the academic program to ensure it meets accreditation standards. The HPTs accepted for assignment at VA must have the qualifications and credentials as agreed upon by the Academic Affiliate and VA. The Academic Affiliate will communicate preceptor needs to VA and review available VA rotation/educational experiences against the program's learning objectives and requirements to determine suitability of

VA clinical experiences for HPT training. The Academic Affiliate shall collaborate with VA to determine the appropriate number of HPTs to be assigned to VA; VA has final authority on the types, number, and assignments of HPTs, as it can only accept and accommodate HPTs based on available resources. The Academic Affiliate is responsible for following relevant VA and Veterans Health Administration (VHA) Handbooks and Directives. VA and VHA policies may be found on this external website: [VHA Publications \(va.gov\)](https://www.va.gov/vha/publications/).

b} VA

To the extent possible, VA representatives will serve on the Academic Affiliate's education oversight committees to ensure VA is an active participant in the administration of the training program. The Academic Affiliate's evaluation of its educational program must include a mechanism to incorporate feedback from rotations and educational experiences at VA. VA will provide relevant VA and VHA Handbooks and Directives to the Academic Affiliate.

Training may occur at any location within the VA Healthcare System as defined in the first paragraph of this document. As part of the educational experience, HPTs may also participate in approved telehealth delivery of healthcare. HPTs may conduct telehealth activities between the main campus of the VA Healthcare System and its outlying clinical sites (e.g., CBOCs, CLCs and ACCs), or between any clinical site and the patient's home. Telehealth care may not be delivered to VA Healthcare Systems that are not signatories to this agreement without additional approvals. If episodes of training, including telehealth, are to occur at VA Healthcare System sites other than the ones covered by this agreement, the additional facility must be covered by a separate VA affiliation agreement or other administrative approvals.

4. Orientation, Resources, Supervision, Dismissal

Procedures a} Academic Affiliate

The Academic Affiliate will ensure that each HPT is prepared to participate in VA training before every HPT's rotation/education experience. The Academic Affiliate will prepare the Trainee Qualifications and Credentials Verification Letter (TQCVL) and provide verification of information for the HPTs rotating at VA. The Academic Affiliate will notify the VA of significant changes in HPT qualifications or credentials within three business days of discovery.

The Academic Affiliate will orient HPTs to affiliate and program educational policies. The Academic Affiliate and VA staff will collaborate to ensure appropriate resources are available for HPTs.

The Academic Affiliate will assure that HPTs will be supervised by staff with appropriate credentials per VA and accrediting body standards, as applicable. The Academic Affiliate, in consultation with VA faculty and staff, will assess the HPTs' performance and conduct according to the guidelines outlined in the approved curriculum and accepted standards for the training program.

If the Academic Affiliate is considering dismissal of an HPT assigned to VA for unsatisfactory performance or conduct, consultation with the VA site director is required prior to the rendering of any decision. If the Academic Affiliate decides to dismiss the HPT or the HPT resigns from the program, the VA site director must be notified within three business days. VA will terminate HPTs' VA assignment and access to VA systems and facilities upon such notice.

b} VA

VA will orient Academic Affiliate's HPTs and any accompanying academic faculty to the VA facility and systems. While at VA, HPTs and faculty are subject to VA policies, procedures and federal law in addition to the Affiliate's educational program policies. HPTs are required to take an on-line module in the VA's learning management system called "Mandatory Training for Trainees (MTT)" or the annual "MTT-Refresher". This training is required by the VHA Office of Academic Affiliations (OAA).

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VA will assure that HPTs incurring occupational injuries (including exposure to infectious or environmental hazards) while at VA, will be assessed and, in emergency cases, have treatment provided. The HPT experiencing an injury or exposure should notify the VA Site Director as soon as possible and no later than three business days after any injury or exposure. When informed of an HPT injury, VA will notify the Academic Affiliate within three business days.

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a) Academic Affiliate

The Academic Affiliate acknowledges and agrees that HPTs must comply with VA eligibility requirements including appropriate health screenings, immunizations, US Selective Service System registration, and residency status such as proof of US citizenship or legal residence, or non-immigrant or exchange visitor status. Non-US-citizen HPTs are ineligible for direct-paid VA training positions. Rotation of non-US-Citizen HPTs at VA must be approved by the Medical Center Director for that VA Healthcare System. The Academic Affiliate will ensure that each HPT is screened against the US Department of Health and Human Services (DHHS) List of Excluded Individuals/Entities. Any HPT having a current or past license in any health profession will also have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB). The Academic Affiliate will perform background investigations on HPTs as appropriate and inform all HPTs that the VA is a Drug-Free Workplace. HPTs may be selected for random drug testing.

The Academic Affiliate acknowledges that each HPT assigned to complete a rotation at VA under this Agreement will be a user of VA information and VA information systems. As such, each HPT will be responsible for meeting all statutory and policy requirements before having systems access. Each HPT will also be responsible for safeguarding VA information which includes but is not limited to following all of VA's confidentiality statutes, taking VA information privacy and security training (through the Mandatory Training for Trainees course), immediately reporting all security incidents to the appropriate facility Privacy Officer and acknowledging and agreeing to follow all requirements found in VA's Information Security Rules of Behavior.

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VA will notify the Academic Affiliate when new VHA Directives or Handbooks pertaining to education are released or current ones are updated and will provide such copies as requested.

VA will notify the Academic Affiliate when relevant federal laws or regulations relating to VA academic affiliates, training programs, or trainees are enacted and effective.

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a) Academic Affiliate

The Academic Affiliate should recommend members from its staff for appointment to the local VA

Affiliation Partnership Council (APC) and its subcommittees per VA policy.

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VA may invite appropriate Academic Affiliate representatives to the VA APC and/or its subcommittees. Invitations will be extended based on the size of the training program, the extent of involvement in the VA and geographic proximity to the VA facility.

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The Academic Affiliate will communicate to VA its processes for monitoring the learning environment and share the results with VA.

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The Academic Affiliate must comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate or retaliate against any person on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity (including transgender orientation), disability, genetic information, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to federal law. In the event of conflict between terms of this agreement and any applicable federal law, federal law will supersede the terms of this agreement. This Agreement shall not be amended nor may any of its provisions be waived or modified.

Properly-appointed faculty members (except those providing services under a contract with VA) and properly-appointed HPTs of the Academic Affiliate, when providing professional services to Veterans, are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

In accordance with the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule, P. L. 104-191, VHA is a covered entity. VHA must ensure that all those who access and use its protected health information, including the Academic Affiliate, will both protect the privacy of protected health information (PHI) and secure the same, by complying with all requirements found in the HIPAA Privacy Rule, Security Rule and Breach Notification Rule as found in 45 C.F.R. Parts 160 and 164. In cases where PHI may occasionally need to be disclosed from VA to the Academic Affiliate, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes.

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act ("HITECH Act"), as each may be amended from time to time, and any current and future regulations promulgated thereunder. The Parties agree that the Academic Affiliate does not require access to and will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103, pursuant to this agreement.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until 1/1/33. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

ACADEMIC AFFILIATE SIGNATURES			
Signature of Dean, Provost, Designated Institutional Official or Legal Designee	Date	Signature of Program Director	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	

VA HEALTHCARE SYSTEM SIGNATURES (E-Signatures Accepted)			
Signature of VA Program/Site Director Receiving Trainees	Date	Signature of Designated Education Officer or Associate Chief of Staff for Education	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	
Signature of Medical Center Director	Date		
Print Name/Official Title of Individual			

VISN AND OAA SIGNATURES (E-Signatures Accepted)			
This signature block required for all Medical and Dental programs, and any Associated Health/Nursing Programs utilizing Disbursement Aareements			
VISN Director	Date	Chief Academic Affiliations Officer	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	

**STUDENT PERSONAL FITNESS TRAINING PROFICIENCY CERTIFICATE
AND
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
__Fab Fitness Studio__**

Agreement, effective May _15th__, 2023 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Fab Fitness Studio (Agency)
114 44th Street
Union City, NJ 07087**

1. **TERM**

This contract shall be for a period of one year commencing May _15th__, 2023 and continuing until May _14th__, 2024 for the:

**Personal Fitness Training Proficiency Certificate Program
and
Exercise Science Associate Degree Program**

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event the agreement is terminated, students taking part in the internship shall be able to complete the program.

FAB FITNESS STUDIO may terminate a student(s) participation at the site established under this agreement, if the Agency believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements. The Agency must notify the internship Faculty in a timely manner with the cause and date of termination. Fab Fitness shall be responsible for any and all actions taken in connection with its termination of a student(s) participate at the site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum

for its students including the administration, curriculum content, and Faculty appointments.

- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of FAB FITNESS STUDIO. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
 - 1. physical exam
 - 2. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
 - 3. hepatitis B vaccine or signed waiver, if student refuses to be immunized
 - 4. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of FAB FITNESS STUDIO.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program. This does not imply that Students are employees of either party at any other time.
- d. The student of the College will start his/her internship experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless FAB FITNESS STUDIO, and its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the Agency.

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

8. **EMERGENCY MEDICAL CARE**

FAB FITNESS STUDIO agrees that College personnel and students assigned to the Agency in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. Nothing set forth herein shall serve as a waiver of any claim by any individual.

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be resolved in the Hudson County Vicinage of the Superior Court of New Jersey.

11. **GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the law of the State of New Jersey without regard to New Jersey's conflict or choice of law principles or rules.

12. **NO AGENCY/PARTNERSHIP**

This Agreement neither makes nor appoints Agency as an agent of the College, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither Agency nor any authorized person providing the services on behalf of Agency are, or shall be considered College employees. Agency shall at all times be an independent contractor while this Agreement remains in force.

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

Fabianny Inoa, Owner
Fab Fitness Studio

Date



**Proposal for Year 3
Academic and Workforce Pathway Program
June 1, 2023 – May 31, 2024**

I. Hudson County Community College (HCCC):

Founded in 1974, Hudson County Community College is a comprehensive, award-winning student- and community-centered urban institution focused on fostering understanding, attaining success, and building better lives. The mission is to provide high-quality educational opportunities that promote student success and are accessible, comprehensive, and learning-centered.

Hudson County Community College looks forward to continuing this partnership with the Hudson County Department of Housing and Community Reintegration, Hudson County Department of Corrections and Rehabilitation Hudson County/Jersey City Workforce Development Board, and the Hudson County Economic Development Corporation.

II. The Academic and Workforce Pathway Program (AWPP):

Goal: Provide an educational program for individuals incarcerated at the Hudson County Corrections and Rehabilitation facility to pursue an associate degree or workforce education. Based on the success of Year 1 (June 1, 2021 – May 31, 2022) and Year 2 (June 1, 2023 – May 31, 2023) and lessons learned, the proposal is to continue to grow and expand the program in Year 3 (June 1, 2023 – May 31, 2024). The program includes an array of academic and non-academic support services for students which are provided in virtual and in-person modalities to ensure student success while incarcerated and upon reintegration into the community. The support includes but is not limited to the Hudson Helps Resource Center, Economic Opportunity Fund [EOF], Financial Aid, Transfer Pathways [upon degree completion and release], etc.

III. Program Overview:

Degree Track:

Individuals who are eligible (based on Hudson County Corrections and Rehabilitation criteria) and interested will be offered the opportunity to enroll in one of the 60 certificate and degree programs that HCCC currently provides and earn college credits towards that degree/certificate program. While students are not required to have their H.S. Diploma or G.E.D. to enroll at HCCC, it is required for financial aid, and therefore is a requirement to participate to ensure financial aid upon release. Students will receive advisement in determining a career path and will be evaluated to determine if developmental and/or ESL classes are required prior to registering for college-level courses.

Many students choose to continue their education after graduation from HCCC; both Fairleigh Dickinson University and New Jersey City University accept transferring HCCC students to their four-



year B.A. and/or their Masters' degree programs, and both offer scholarship packages. Also, students may be eligible for the Rutgers NJ STEP program to continue their education at Rutgers. HCCC will offer information on transfer pathways once per semester.

Workforce Track:

Incarcerated individuals who choose the Workforce track will be offered virtual courses in one or more of the following: Basic Computer Skills, Microsoft Word, Excel, and Power Point Certification program, and Entrepreneurship classes, to include but not limited to Business Startup Basics, Marketing and Social Media, Financial Planning, Diversity, Equity, and Inclusion, and Soft Skill Personal Development and Storytelling. Hudson County Department of Housing and Community Reintegration will assess interest of incarcerated individuals to identify additional courses to offer.

Additional programs resulting in industry-recognized credentials are available at HCCC if students would like to continue in the workforce track upon reintegration into the community. Students will be referred to the One-Stops for tuition assistance upon release.

IV. Academic Development and Support Services: See Appendix D and E for details.

Participants enrolled in online college bearing credit courses will also have access to all HCCC academic development and support services offered to all students to include:

Online tutoring using "Smarthinking," an academic support program that gives students access to live, one-tone assistance. It is available 24-hr, every day of the year.

Access to HCCC online library resources includes over 100 databases that include videos, books, e-books, articles, journals, encyclopedias, dictionaries, etc. on all subjects.

V. Summary of Year 1 and 2 (Fall 2021 – Spring 2023 To Date)

Year 1 and 2 were a success. Students in the degree program had an average GPA of 3.3 – 4.0 in the 6 semesters since the program inception. Students completed the following classes: College Student Success 100 (CSS-100), English 112 (Public Speaking), CSC 100 (Introduction to Computers), English 101 (English Composition), MAT071 (Basic Math), and MAT073 (Basic Algebra). We anticipate that 2 students, 1 male and 1 female will graduate with an associate degree upon completion of the spring 2023 semester. One with a degree in Pre-Social Work and the other with a degree in Business Administration.

In total, 169 participated in the degree and workforce program, 95 in the degree program and 74 in the workforce program. In the degree program, there were 58 men and 37 women. In the workforce program there were 49 men and 25 women. Average completion rates for students in the degree and workforce program for semesters completed is 56%. Including semesters through fall 2022, there have been 20 students released into the community and 6 are currently enrolled at HCCC.



The spring semester is underway with students [not inclusive of advanced students] in the academic and workforce pathways. Students are registered for Basic Math, Basic Algebra, and English Composition.

VI. Proposal for Year 3 (June 1, 2023 – May 31, 2024)

Year 3 Recommendations

HCCC is proposing to update the workforce classes to be offered. The computer classes will continue to focus on digital literacy and additional classes will be added to result in an industry-recognized credential from Microsoft. In addition, HCCC is proposing to add 1 new workforce track of courses, in Entrepreneurship and removing the other courses from the portfolio. The other proposed update is to remove the Life Skills and Financial Literacy and Work Readiness classes offered by Women Rising since those classes are offered in the Hudson County Correctional Center through another program. HCCC and the Hudson County Department of Housing and Community Reintegration have been engaged in a process of continuous improvement from the beginning of the program and have seen excellent progress as a result of regularly scheduled reviews to identify best practices and areas for improvement. We will implement monthly meetings [virtual or in-person] among leadership, monthly reporting from both partners to be shared with the entire team by the 7th of each month, and year end reports due 30 days after the completion of the semester.

Program Budget

The AWPP budget for Year 3 is based on serving up to 100 students. The budget includes all expenses related to the degree and workforce tracks. Specifically, the budget includes:

- Tuition, fees, books, and supplies for students in the academic degree track
- Tuition, supplies, and certificate exam fees for students in the workforce track
- Staffing at HCCC to support the AWPP program

The HCCC budget for Year 3 will not exceed \$350,418. Invoices will be submitted for reimbursement of expenses. Please see Appendix G for details.



ATTACHMENTS

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Appendix A: Post- Secondary Education for Incarcerated People Matters

Based on a Fact Sheet (January 2019) from the Vera Institute of Justice, 'Investing in Futures: Economic and Fiscal Benefits of Postsecondary Education in Prison, Expanding Access to Postsecondary Education in Prison.' Research shows that **postsecondary education in prison can help individuals overcome barriers and return successfully to the community**. Without these educational opportunities, they are less likely to have the skills needed to be placed in gainful employment - making it more difficult to find stable housing, provide for their families, and prosper.

Also, research shows that **"those who receive a postsecondary education in prison reenter their communities with competitive skills and qualifications, leading to higher rates of employment and increased earnings."** Individuals who return to the community inadequately prepared to participate in the competitive nature of the job market often get thrust into the revolving door of poverty and the criminal justice system. "The corrosive effects are more than individual: They extend into the larger economy, reducing the size of local skilled labor pools and swelling fiscal burdens for states' correctional, public safety, and social welfare systems."

Findings and projections are as follows:

- Most people in prisons are eligible for but cannot access the resources for postsecondary education.
- Postsecondary education in prison increases employment and earnings for individuals returning to the community post-incarceration.
- Postsecondary education in prison provides workers with skills that employers seek.
- Greater access to postsecondary education in prison is expected to reduce state prison spending.

Expanding access to postsecondary education in prison is likely to reduce recidivism rates, resulting in a decrease in incarceration costs across states of \$365.8 million per year.



Appendix B: Labor Market Trends

To address the access to postsecondary education for Hudson County Corrections and Rehabilitation inmates, HCCC is proposing to continue the innovative Academic and Workforce Pathway Program which began last year. It is anticipated that this program will result in the benefits cited above.

The following labor market data is being considered to guide the need for services identified herein and for the development of course offerings for incarcerated students:

U.S. Labor Market Trend Post Pandemic: According to the New York Times in an article titled "The Jobs the Pandemic May Devastate" on March 1, 2021, the original B.L.S. projections, made last year without taking pandemic effects into account, called for cumulative economywide job growth of 3.7 percent from 2019 to 2029. The new pandemic-informed forecasts cut that to 2.9 percent. Both of these new outlooks assume more remote work and higher demand for relevant technology services; less in-person entertainment and travel; and more investment in public health than would have happened without the pandemic. **The decline in projected employment growth because of the pandemic is almost entirely concentrated in jobs requiring only a high school diploma or no diploma.**

New Jersey Labor Market Information: The New Jersey Department of Labor and Workforce Development Labor Market March 2021 (N.J.L.W.D.) update reports an increase of 3,300 new hires in the Trade, Transportation, and Utilities sector. This growth outlook is not surprising as Choose NJ reports Port Newark as "New Jersey is one of the world's fastest-growing hubs for logistics and distribution. New Jersey is home to the second-largest seaport and the busiest airport system in the U.S. when combined with New York City and Philadelphia. With a centralized location, skilled workforce and robust supply chain, New Jersey is quickly becoming "the warehouse state." Amazon, Goya Foods, Destination Maternity, Williams-Sonoma, Volkswagen, Barnes & Noble, Coca Cola, The Home Depot, IKEA, W.W. Grainger, Hyundai, Crate & Barrel, Five Below and Wakefern Food Corporation, the largest retailer-owned cooperative in the U.S., all have major distribution centers here. New Jersey simply moves goods like no other state."

Also reported in the NJLWD LMI March 2021 update is a forecasted increase of 22.5% in Software Development and Applications jobs between 2016-2026 and a forecasted increase of 8% in Marketing and Sales Managers, indicating the need for computer tech skills in a post-pandemic world. Acquiring these specific technical skill sets can lead to job opportunities and entrepreneurship opportunities for those reintegrating individuals who have an interest and the drive to start a business.

In addition, one out of every four websites is powered by the WordPress software. Based on the Bureau of Labor Statistic Occupational Outlook Handbook, the employment of web developers and digital designers is projected to grow 8% from 2019 to 2029 as e-commerce continues to expand. "Online purchasing is expected to grow faster than the overall retail industry. As retail firms expand their online offerings, demand for these workers will grow. In addition, a rise in the use of mobile devices to search the web will



lead to increased demand for web developers and digital designers." New Jersey is projected to have an annual opening of 340 for Web Developers, a 5% overall increase in employment growth. Acquiring these specific technical skill sets can lead to career and entrepreneurship opportunities for those reintegrating individuals who have an interest and the drive to start a business. This affords those who chose the workforce track opportunities in the market as employees or entrepreneurs.

Hudson County Labor Market Information: Economic Modeling Specialist International (E.M.S.I.) Job Posting Analytics for Hudson County reports a unique total of 2,131 jobs postings in Supply Chain Management-related occupations between January 2021 and April 2021. The job posting titles vary from entry-level to mid-level occupations. E.M.S.I. also reports monthly hiring of approximately 406 hires with an average median wage of \$15.69 per hour in job titles such as:

- Stockers and Order Fillers
- Transportation, Storage, and Distribution Managers
- Logisticians
- Helpers-Production Workers
- Production, Planning, and Expediting Clerks, Procurement Clerks

Also reported by Economic Modeling Specialist International (E.M.S.I.) Job Posting Analytics for Hudson County is a unique total of 1,820 job postings in Web Services-related occupations between January 2021 and April 2021. The job posting titles reported vary from entry-level to mid-level occupations. E.M.S.I. also reports monthly hiring of approximately 34 hires with an average median wage of \$37.54 per hour in job titles such as:

- Creative Designers
- Java Front End Developers
- Java Spring Developers
- Front End Leads

Hudson County In-Demand Skills: In the local area, the hard skills that are currently in highest demand are software development, programming, accounting, and web services. The most frequently requested common skills in job postings are communication and problem-solving (E.M.S.I. Job Posting Analytics, March 2021).

In partnership with the Hudson County One-Stop, Jail-Based American Job Center, and the Jersey City One Stop, all pre/post-release individuals are positioned to work with trained staff on an individual basis from engagement with the criminal justice system to re-entry into the community. These partners have developed strong relationships with employers in the Hudson County area who are eager to place post-release individuals in gainful employment. Some of the employers are:

- Goya Foods, Inc.
- The Holland Hotel



- Forem Facility
- U.P.S.
- Blue Storage

In addition, students will continue to receive support post-release from HCCC. Students will be connected with all resources that HCCC offers upon release to include, but not limited to Hudson Helps Resource Center, Financial Aid, Economic Opportunity Fund [EOF], and Transfer Pathways.



Appendix C: HCCC Tuition & Fee Estimates for School Year 2022-2023

Tuition & Fee Estimates for School Year 2022-2023											
Effective 2019SU2											
CREDITS	TUITION			FEES				ESTIMATED COST TUITION & FEES			CREDITS
	TUITION RESIDENTS (In-County)	TUITION NON RESIDENTS (Out of County)	TUITION INTERNATIONAL or OUT OF STATE	STUDENT LIFE (per/cr.)	GENERAL SERVICE (per/cr.)	REGISTRATION (per/term)	TECHNOLOGY (per/cr.)	TOTAL RESIDENTS (In-County)	TOTAL NON RESIDENTS (Out-of-County)	TOTAL INTERNATIONAL or OUT OF STATE	
1	149.00	298.00	440.00	6.50	25.00	25.00	18.00	223.50	372.50	514.50	1
2	298.00	596.00	880.00	13.00	50.00	25.00	36.00	422.00	720.00	1004.00	2
3	447.00	894.00	1320.00	19.50	75.00	25.00	54.00	620.50	1067.50	1493.50	3
4	596.00	1192.00	1760.00	26.00	100.00	25.00	72.00	819.00	1415.00	1983.00	4
5	745.00	1490.00	2200.00	32.50	125.00	25.00	90.00	1017.50	1762.50	2472.50	5
6	894.00	1788.00	2640.00	39.00	150.00	25.00	108.00	1216.00	2110.00	2962.00	6
7	1043.00	2086.00	3080.00	45.50	175.00	25.00	126.00	1414.50	2457.50	3451.50	7
8	1192.00	2384.00	3520.00	52.00	200.00	25.00	144.00	1613.00	2805.00	3941.00	8
9	1341.00	2682.00	3960.00	58.50	225.00	25.00	162.00	1811.50	3152.50	4430.50	9
10	1490.00	2980.00	4400.00	65.00	250.00	25.00	180.00	2010.00	3500.00	4920.00	10
11	1639.00	3278.00	4840.00	71.50	275.00	25.00	198.00	2208.50	3847.50	5409.50	11
12	1788.00	3576.00	5280.00	78.00	300.00	25.00	216.00	2407.00	4195.00	5899.00	12
13	1937.00	3874.00	5720.00	84.50	325.00	25.00	234.00	2605.50	4542.50	6388.50	13
14	2086.00	4172.00	6160.00	91.00	350.00	25.00	252.00	2804.00	4890.00	6878.00	14
15	2235.00	4470.00	6600.00	97.50	375.00	25.00	270.00	3002.50	5237.50	7367.50	15
16	2384.00	4768.00	7040.00	104.00	400.00	25.00	288.00	3201.00	5585.00	7857.00	16
17	2533.00	5066.00	7480.00	110.50	425.00	25.00	306.00	3399.50	5932.50	8346.50	17
18	2682.00	5364.00	7920.00	117.00	450.00	25.00	324.00	3598.00	6280.00	8836.00	18
19	2831.00	5662.00	8360.00	123.50	475.00	25.00	342.00	3796.50	6627.50	9325.50	19
20	2980.00	5960.00	8800.00	130.00	500.00	25.00	360.00	3995.00	6975.00	9815.00	20
21	3129.00	6258.00	9240.00	136.50	525.00	25.00	378.00	4193.50	7322.50	10304.50	21

NOTE: Students in programs such as Nursing, Paramedic Science, Radiography and Culinary Arts programs are subject to charges not reflected in this grid. Students should contact the program coordinators, or refer to each program's website, for further information. The above schedule does not include lab or other fees that may apply. Fees are subject to change.

Registration Fee - This fee is a flat fee charged once per semester and is used to cover costs associated with the processing of registrations.

Student Life Fee - This fee is charged per credit hour to all students enrolled in courses for credit. Departments and programs receiving funding from this fee may include: Student Life and Leadership, Student Government Association, Student Clubs and Activities, Honor Societies, Cultural Affairs, Career Services, Advising & Transfer, Academic Affairs, and costs related to graduation events and Commencement.

Technology Fee - This fee is charged per credit hour to all students enrolled in courses for credit. The funds are used to offset costs, and maintain and upgrade all student lab equipment, library automation and other instructional technology.

General Service Fee - This fee is charged per credit hour to all students enrolled in courses for credit. The funds contribute to the support of construction, restoration, and maintenance for various student academic facilities on campus. This revenue also supports services not funded by the State, such as free transportation between campuses.



Appendix D: HCCC. Academic and Other Student Support Services Summary

The HCCC Divisions of Academic Development and Support Services provides students with a comprehensive array of resources. **For a complete list, please go to: <https://www.hccc.edu/adcatalog/>.** Below is a summary of some of the services and programs offered.

Accessibility Services:

- Coordination of appropriate accommodations to provide students with disabilities access to programs, activities, and services
- Self-advocacy skills
- Testing Accommodations
- Note Takers/Readers
- Sign Language Interpreters

Enrollment Services:

- Student ID Card
- MyHudson Portal: The HCCC Portal (MyHudson) offers students, on and off-campus, a personalized, intelligent College experience by bringing together every system without having to access multiple networks. Some of the features of MyHudson include Canvas, student announcements, a calendar of College events and activities, a College email account, College department pages, and specialized student services
- Liberty Link Self-Service: Plan your degree, view your class schedule, academic progress, and grades, register for classes, and Pay your account online securely.
- Canvas – Learning Management System: Online courses at HCCC. are offered entirely via Canvas. The college's learning management system is used to support online, hybrid, and traditional face-to-face courses. Faculty will use this system to communicate with students and share documents that are related to their courses. Each course has a presence on Canvas, which can be accessed 24/7/365 from any computer, tablet, or smartphone.
- HCCC Student Email: Each student is issued a College email account. This account is the college's official means of communication with all HCCC students. Students are able to check their accounts daily for important notifications, College news, and upcoming events.
- HCCC Mobile App (available from iTunes, Google Play, & Amazon): a free app that brings the power of Liberty Link to your phone, tablet, or other mobile devices. Students can receive notifications, access course schedules and grades, and even register for courses. All users can get walking and driving directions around campus, connect with social media, link to their email, and access other campus resources.



- **Emergency Notification Portal** (Connect-ED): The College's official emergency notification system is used for school closing information and emergency notifications. Users are encouraged to update or register additional emergency notification contact information such as home, work, and cell phone numbers.
- **Campus Wireless Access**: Stay connected on campus using your smartphone, laptop, tablet, or any mobile device.
- **Library**: The HCCC Library is accessible online on the MyHudson Portal. Students can visit for research assistance or search for e-books, articles, streaming videos, and more.

Registrar Services:

Registrar is the administrator at an educational institution who maintains academic records and manages registration, maintenance of class enrollments, student academic records, registration, readiness for graduation, and enforcement of the student privacy act (F.E.R.P.A.).

Advisement and Transfer Center Services

In support of the college's mission, the Advisement and Transfer Center provides guidance and support to HCCC students by assisting them with identifying and achieving their educational, career, and personal goals. Services include academic advising, major selection, course planning and registration, goal setting, and transfer planning. The center is staffed by academic counselors who provide accurate and up-to-date information about academic programs and college policies.

Advisement now offers, free for all HCCC students, resources available 24 hours, seven days a week through the college's partners with "Talk Campus." This service connects students with instant peer-to-peer support. It is a safe place to be, can be anonymous or not, talk about anything judgment-free.

Financial Aid Information and Services

Many options exist to help students pay for their college education. Federal and state options are administered through the Financial Aid Office.

Center for Online Learning:

The Center for Online Learning is to lead the development of innovative, accessible, fully online, and hybrid programs for the community. The mission of C.O.L. is to enable students to successfully pursue their studies online to meet educational goals and engage in life-long learning by providing a wide variety of high-quality online and hybrid technology-rich courses.

Career Services:

Career Services at HCCC serves a diverse group of unique individuals in different stages of their careers: from career exploration to career readiness to career management. Some of the services offered are:



Big Interview:

"Big Interview" is a virtual tool for students to watch video lessons and record themselves practicing interview questions. Feeling comfortable talking about yourself and sharing your professional stories takes time and practice! This is a great platform to learn and experiment with. Students can also send their interviews to faculty, coordinators, and career services professionals to receive feedback on how they interview. This is important career stuff! Video interviews and A.I. interviews are a real thing!

Dress for Success/Suit for Success:

Need new clothes for your new job or internship? Schedule an appointment with Career Services for a referral to Dress for Success / Suits for Success. They will provide you with professional clothes if you have a scheduled interview or new job/internship

Employment Services/Internship

CareerSpark is a platform where students can access jobs, internships, events, and resources.

Virtual Workshops

These are virtual versions of Career Services presentations and workshops and Career Services videos on YouTube.

Resume Skills

- How to create a resume
- How to create a resume - Spanish audio

Interview Skills

- How to improve your interviewing skills
- How to improve your interview skills (Spanish audio)
- How to use the Mock Interview module in CareerSpark
- "Know Your Stories worksheet" This document is helpful to complete so you can start thinking about how you would answer common interview questions.

LinkedIn

Create your own LinkedIn profile from LinkedIn Learning. Access to free resources from LinkedIn University.

- LinkedIn Overview
- Top 5 Profile To Do's
- Using LinkedIn to Get Hired
- LinkedIn One - Sheets
- LinkedIn Student Job Hunting Handbook

Hudson Helps:

Provides a thorough list of services, programs, and resources that address many basic needs of HCCC students beyond the classroom. These non-academic support services for students include:



Food Pantry Services

- Food Pantry Wish List
- SNAP Retailer Locator Data

Hudson CARES Team

Mental Health Counseling & Wellness introduces TalkCampus, another mental health resource free for all

HCCC. students. HCC. has partnered with Talk Campus resources available 24 hours, seven days a week.

They will connect you with instant peer-to-peer support. It is a safe place to be, anonymous or not, and can talk about anything judgment-free. "TalkCampus also provides free guided meditations, wellness tips, sleep tips, and also journaling."

Financial Information Services

- The Student Life Guide
- Emergency Grants
- HCCC Scholarships
- HCCC Book Vouchers Information
- Single Stop – Benefits Screener
- 1-1 Financial Counseling



Appendix E: Gabert Library Resources

Access Online Resources: HCCC students have full access to HCCC library's online resources. HCCC credentials are required for off-campus access.

Below are some categories that students can use for searching information:

- Library Catalog: find books, e-books, DVDs, and technical items.
- eBooks Collection: a list of library databases for electronic books.
- Journal Finder: find a particular journal, magazine, or newspaper.
- Streaming Videos: a list of library databases for streaming videos.
- Databases A-Z: a complete list of 129 library subscribed databases, organized alphabetically.
- Research Guides: ninety-two librarian curated resource guides for a subject, topic, or course.
- Google Scholar: searches across a wide range of scholarly literature, including articles, books, thesis, conference papers, and technical reports.

Additional Online Library Assistance includes:

- Online Chat: LibChat
- Email: librarian@hccc.edu
- Book an appointment with a librarian

Research Tools Categories:

- Academic Search Complete
- E.B.S.C.O. Databases
- Encyclopedia Britannica Online
- Gale Power Search
- Gale Virtual Reference Library
- J.S.T.O.R.
- MasterFILE Elite
- ProQuest
- Statistical Abstract of the United States

Research Guides Subject Areas:

Accounting	Economics	Gun Control Issues	New York Times Digital Edition - Academic Site License	STEM Program
African-American Studies	Education	Health Science	News	Students Tech Guide
Anatomy and Physiology	Elementary & Secondary Education	History - Western Civilization	Nursing	Teaching As a Career



Art & Architecture	Eng 102-LIT (Bach)	Hospitality & Tourism	Occupational Therapy	The Novel
Bibliotherapy	English 102 The Progressive Era	Human Services	Open Educational Resources (OER)	The Short Story
Biology	English 102: Gun Control and Violence	Immigration Issues	Philosophy	Theatre & Acting
Business & Management	English 102: Preventing Childhood Obesity	Information & Media Literacy	Plagiarism - What is it and how to avoid it	United States Government
Career & Job Resources	English as a Second Language	Latin American History	Poetry	Women's History Month
Chemistry	Entrepreneurs & Entrepreneurship	Latin American Literature	Poetry	World Economies
Children's Literature	Environmental Issues	Latino Studies	Poetry and Criticism	
Citation & Style Guides	ESL II ~ Famous U.S. Immigrants	Legal Issues	Poster Presentations	
Comedy	ESL II ~ Native American Tribes	LGBTQIA Resources	Primary Sources	
Composition & Writing	ESL III ~ Birth Order, Development, Generations	Library Resources for the Social Sciences	Psychology	
Computer Science	ESL III ~ Researching American Culture	LinkedIn Learning	Psychology Learning Community	
Controversial Issues	Family Narrative	Math & Algebra	Religions of Asia	
Copyright Guidelines	Film & Television	Microbiology	Religions of the West	
Criminal Justice	Food and Culture	Microsoft Office	Research Writing ~ How to Write a Research Paper	
Culinary Arts	Foundational Learning Center	Mono Sen South Asian Community Collection Finding Aid	Scanning Documents	
Culture and Values	Genetic Selection & Modification	Music of the Americas	Sociology	
Culture, Diversity and Healthcare	Geology	Native Americans	Speech	



Cultures & Values ~ Colicchio	Global Business	New Jersey Resources	Statistics & Polls	
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Appendix F: Description of Workforce Pathway Training Programs:

Programs to be provided virtually (synchronous).

Workforce Training Programs

Computer Classes (Microsoft Office Specialist industry credential for Word, Excel, and PowerPoint):

Computer Basics: Those who do not use computers or are computer novices. Students will learn how to operate a computer with confidence.

Word, Excel, and PowerPoint: Microsoft Office Word and Excel are productive benchmarks used in almost every business, school, and home. Master the basics of these two powerful tools and use them confidently. Utilize the Microsoft Office Specialist exam outline to prepare students for the exam.

Entrepreneurship Classes (HCCC Certificate of Completion):

Business Startup Basics: learn the steps to start a business, from ideation, research, ideal customer outline, business finances, registration, etc.

Marketing and Social Media: learn how to set up and utilize social media [LinkedIn, Facebook, Instagram, etc.] pages for business marketing.

Financial Counseling: understand budgeting, how to set up a bank account, the importance of credit score/history, how to save money, and how to build wealth with foundational planning.

Diversity, Equity, and Inclusion: guides students through challenging topics and discussions to build cultural competence and allow introspection, reflection, and growth. Students will discover personal and implicit bias, learn concepts on privilege and explore own privilege, understand microaggressions and their impact on others, learn the importance of inclusive language, explore different facets of culture and identities, and identify and develop ways to serve as an ally and advocate.

Soft Skill Personal Development and Storytelling: students develop their story and the business story, perform mock interviews, personal presentation, and soft skills.



Appendix G: Line Item Budget

HCCC Academic and Workforce Pathway Budget		
June 1, 2023 - May 31, 2024		
Line Item		Year 3
Staff		
	Salaries	\$153,009
	Fringe	\$50,081
Total Staff		\$203,090
OTPS		
	Books and Materials	\$17,200
	Exam and License Fees	\$9,000
	Tuition	\$87,587
	Travel and Transportation	\$1,440
Total OTPS		\$115,227
Indirect		\$32,101
Grand Total		\$350,418



Proposal HCCC Skills Training Academy

For Workfirst NJ High Risk Clients

May 1, 2023 – April 30, 2024

I. Hudson County Community College (HCCC):

Founded in 1974, Hudson County Community College is a comprehensive, award-winning student- and community-centered urban institution focused on fostering understanding, attaining success, and building better lives. The mission is to provide high-quality educational opportunities that promote student success and are accessible, comprehensive, and learning-centered.

Hudson County Community College looks forward this partnership with the Hudson County Department of Housing and Community Reintegration to launch the Skills Training Academy.

II. Skills Training Academy (STA):

Goal: Provide an educational program for Workfirst NJ High Risk clients of the Hudson County Department of Housing and Community Reintegration to pursue training leading to an industry recognized credential and employment. The program will meet the Workfirst NJ requirements. Included in the program will be academic and non-academic support services for students which are provided in virtual and in-person modalities.

III. Program Overview of Industry Valued Credential Training Programs: (See Appendix A for details)

High Risk Workfirst NJ clients will be offered the opportunity to enroll in the following training programs: Certified Nurse Aide, Certified Phlebotomy Technician, Intuit Bookkeeper, and Google IT Help Desk. Students will be tested using the CASAS exam prior to enrollment in any training courses. Classes will be scheduled between the hours of 8 a.m. – 4 p.m., Monday – Friday. Students will be in class for 30 hours per week. Classes will be offered in an in-person, virtual, or hybrid modality. In-person classes will be conducted at the Journal Square Campus in Jersey City.

HCCC will provide one or more Information Sessions for students prior to enrollment to ensure that they understand the program and commitment of each training program.



HCCC will assign a Student Success Coach and other required staff to support students from enrollment through course completion, certification preparation and exam, and job placement. HCCC will coordinate efforts with Hudson County Department of Housing and Community Reintegration to ensure student success.

HCCC will work with the Hudson County Department of Housing and Community Reintegration to engage in a process of continuous improvement. Included in the program will be regularly scheduled meetings and program reviews, identification of best practices and areas for improvement.

IV. Program Budget: (See Appendix B for details)

The Skills Training Academy budget is based on serving up to 50 students. The budget includes:

- Student training costs – Instructor, books, supplies and materials, exam and license fees; and
- HCCC program staff to support students and administrative obligations

The total budget is \$250,000 for one year (May 1, 2023 – April 30, 2023). Expenses may vary based on the mix of classes. Invoices will be submitted for reimbursement of actual expenses.

V. Academic Development and Support Services: (See Appendix C and D for details)

Students enrolled at HCCC will have access to an array of academic and non-academic services. Please note that some services are specific to degree students.



Attachments

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Appendix A: Skills Training Academy – Training Courses

HCCC Training Proposal								
Hudson County Department of Housing and Community Reintegration								
High Risk Unit								
Training Classes								
Title	Ideal Student	Approximate Training Length (hours)	Modality	Credential	Target Start Date	Class Minimum	Class Maximum	Certification
Advanced Certified Nurse Assistant	Entry level occupation. Can lead to other healthcare certifications and degree program including Nursing. Not recommended for individuals with a criminal background due to certification requirements.	235	In-Person	Industry Recognized Certification, State of NJ	June/July 2023*	8	10	Certified Nurse Aide, NJ Department of Health
Advanced Phlebotomy Technician	Entry level occupation. May be difficult to obtain employment if individual has a criminal background.	235	In-Person	Industry Recognized Certification, National Credential	June 2023*	10	20	Certified Phlebotomy Technician, National Healthcareer Association
Bookkeeper	Entry level occupation. Can lead to additional certifications and degree in accounting.	240	Hybrid	Industry Recognized Certification, Google national credential	May 1, 2023	1	no maximum	Intuit Bookkeeper
IT Help Desk	Entry level occupation. Can lead to additional certifications and degree in business, computer science, or data analytics.	240	Hybrid	Industry Recognized Certification, Google national credential	May 1, 2023	1	no maximum	Google IT Help Desk
Notes:								
* Based on Instructor and Lab Availability								



Appendix B: Line Item Budget

HCCC Proposal		
County of Hudson		
High Risk Clients - Training Budget		
May 1, 2023 - April 30, 2024		
Category	Item	
Personnel		
	Staff and Instructors	\$161,166
	Fringe	\$35,693
	Total Personnel	\$196,859
Other Than Personnel	Books and Materials	\$11,000
	Exam/License Fees	\$13,000
	Travel and Transportation	\$1,500
	Office Supplies	\$850
	Testing (CASAS)	\$2,500
	Graduation	\$1,064
	Training and Development	\$500
	Total OTPS	\$30,414
Subtotal		\$227,273
Indirect (10%)		\$22,727
Grand Total		\$250,000



Appendix C: HCCC Academic and Non-Academic Student Services

HCCC provides a comprehensive array of academic and non-academic services and resources. **For a complete list, please go to: <https://www.hccc.edu>.** Below is a summary of some of the services and programs offered.

Accessibility Services:

- Coordination of appropriate accommodations to provide students with disabilities access to programs, activities, and services
- Self-advocacy skills
- Testing Accommodations
- Note Takers/Readers
- Sign Language Interpreters

Enrollment Services:

- Student ID Card
- **MyHudson Portal:** The HCCC Portal (MyHudson) offers students, on and off-campus, a personalized, intelligent College experience by bringing together every system without having to access multiple networks. Some of the features of MyHudson include Canvas, student announcements, a calendar of College events and activities, a College email account, College department pages, and specialized student services
- **Liberty Link Self-Service:** Plan your degree, view your class schedule, academic progress, and grades, register for classes, and Pay your account online securely.
- **HCCC Student Email:** Each student is issued a College email account. This account is the college's official means of communication with all HCCC students. Students are able to check their accounts daily for important notifications, College news, and upcoming events.
- **HCCC Mobile App** (available from iTunes, Google Play, & Amazon): a free app that brings the power of Liberty Link to your phone, tablet, or other mobile devices. Students can receive notifications, access course schedules and grades, and even register for courses. All users can get walking and driving directions around campus, connect with social media, link to their email, and access other campus resources.
- **Emergency Notification Portal (Connect-ED):** The College's official emergency notification system is used for school closing information and emergency notifications. Users are encouraged to update or register additional emergency notification contact information such as home, work, and cell phone numbers.



- **Campus Wireless Access:** Stay connected on campus using your smartphone, laptop, tablet, or any mobile device.
- **Library:** The HCCC. Library is accessible online on the MyHudson Portal. Students can visit for research assistance or search for e-books, articles, streaming videos, and more.

Registrar Services:

Registrar is the administrator at an educational institution who maintains academic records and manages registration, maintenance of class enrollments, student academic records, registration, readiness for graduation, and enforcement of the student privacy act (F.E.R.P.A.).

Advisement and Transfer Center Services

In support of the college's mission, the Advisement and Transfer Center provides guidance and support to HCCC. students by assisting them with identifying and achieving their educational, career, and personal goals. Services include academic advising, major selection, course planning and registration, goal setting, and transfer planning. The center is staffed by academic counselors who provide accurate and up-to-date information about academic programs and college policies.

Advisement now offers, free for all HCCC. students, resources available 24 hours, seven days a week through the college's partners with " **Talk Campus.**" This service connects students with instant peer-to-peer support. It is a safe place to be, can be anonymous or not, talk about anything judgment-free.

Financial Aid Information and Services

Many options exist to help students pay for their college education. Federal and state options are administered through the Financial Aid Office.

Center for Online Learning:

The Center for Online Learning is to lead the development of innovative, accessible, fully online, and hybrid programs for the community. The mission of C.O.L. is to enable students to successfully pursue their studies online to meet educational goals and engage in life-long learning by providing a wide variety of high-quality online and hybrid technology-rich courses.

Career Services:

Career Services at HCCC. serves a diverse group of unique individuals in different stages of their careers: from career exploration to career readiness to career management. Some of the services offered are:



Big Interview:

"Big Interview" is a virtual tool for students to watch video lessons and record themselves practicing interview questions. Feeling comfortable talking about yourself and sharing your professional stories takes time and practice! This is a great platform to learn and experiment with. Students can also send their interviews to faculty, coordinators, and career services professionals to receive feedback on how they interview. This is important career stuff! Video interviews and A.I. interviews are a real thing!

Dress for Success/Suit for Success:

Need new clothes for your new job or internship? Schedule an appointment with Career Services for a referral to Dress for Success / Suits for Success. They will provide you with professional clothes if you have a scheduled interview or new job/internship

Employment Services/Internship

CareerSpark is a platform where students can access jobs, internships, events, and resources.

Virtual Workshops

These are virtual versions of Career Services presentations and workshops and Career Services videos on YouTube.

Resume Skills

- How to create a resume
- How to create a resume - Spanish audio

Interview Skills

- How to improve your interviewing skills
- How to improve your interview skills (Spanish audio)
- How to use the Mock Interview module in CareerSpark
- "Know Your Stories worksheet" This document is helpful to complete so you can start thinking about how you would answer common interview questions.

LinkedIn

Create your own LinkedIn profile from LinkedIn Learning. Access to free resources from LinkedIn University.



- LinkedIn Overview
- Top 5 Profile To Do's
- Using LinkedIn to Get Hired
- LinkedIn One - Sheets
- LinkedIn Student Job Hunting Handbook

Hudson Helps Resource Center:

Provides a thorough list of services, programs, and resources that address many basic needs of HCCC students beyond the classroom. These non-academic support services for students include:

Food Pantry Services

- Food Pantry Wish List
- SNAP Resources

Hudson CARES Team

Mental Health Counseling & Wellness introduces TalkCampus, another mental health resource free for all

HCCC students. HCCC has partnered with Talk Campus resources available 24 hours, seven days a week.

They will connect you with instant peer-to-peer support. It is a safe place to be, anonymous or not, and can talk about anything judgment-free. TalkCampus also provides free guided meditations, wellness tips, sleep tips, and also journaling."

Financial Services

- The Student Life Guide
- Emergency Grants
- Single Stop – Benefits Screener
- 1-1 Financial Counseling



Appendix D: Gabert Library Resources

Access Online Resources: HCCC. students have full access to HCCC. library's online resources. HCCC. credentials are required for off-campus access. Below are some categories that students can use for searching information:

- Library Catalog: find books, e-books, DVDs, and technical items.
- eBooks Collection: a list of library databases for electronic books.
- Journal Finder: find a particular journal, magazine, or newspaper.
- Streaming Videos: a list of library databases for streaming videos.
- Databases A-Z: a complete list of 129 library subscribed databases, organized alphabetically.
- Research Guides: ninety-two librarian curated resource guides for a subject, topic, or course.
- Google Scholar: searches across a wide range of scholarly literature, including articles, books, thesis, conference papers, and technical reports.

Additional Online Library Assistance includes:

- Online Chat: LibChat
- Email: librarian@hccc.edu
- Book an appointment with a librarian

Research Tools Categories:

- Academic Search Complete
- E.B.S.C.O. Databases
- Encyclopedia Britannica Online
- Gale Power Search
- Gale Virtual Reference Library
- J.S.T.O.R.
- MasterFILE Elite
- ProQuest
- Statistical Abstract of the United States

Research Guides Subject Areas:



Accounting	Economics	Gun Control Issues	New York Times Digital Edition - Academic Site License	STEM Program
African-American Studies	Education	Health Science	News	Students Tech Guide
Anatomy and Physiology	Elementary & Secondary Education	History - Western Civilization	Nursing	Teaching As a Career
Art & Architecture	Eng 102-LIT (Bach)	Hospitality & Tourism	Occupational Therapy	The Novel
Bibliotherapy	English 102 The Progressive Era	Human Services	Open Educational Resources (OER)	The Short Story
Biology	English 102: Gun Control and Violence	Immigration Issues	Philosophy	Theatre & Acting
Business & Management	English 102: Preventing Childhood Obesity	Information & Media Literacy	Plagiarism - What is it and how to avoid it	United States Government
Career & Job Resources	English as a Second Language	Latin American History	Poetry	Women's History Month
Chemistry	Entrepreneurs & Entrepreneurship	Latin American Literature	Poetry	World Economies
Children's Literature	Environmental Issues	Latino Studies	Poetry and Criticism	



Citation & Style Guides	ESL II ~ Famous U.S. Immigrants	Legal Issues	Poster Presentations	
Comedy	ESL II ~ Native American Tribes	LGBTQIA Resources	Primary Sources	
Composition & Writing	ESL III ~ Birth Order, Development, Generations	Library Resources for the Social Sciences	Psychology	
Computer Science	ESL III ~ Researching American Culture	LinkedIn Learning	Psychology Learning Community	
Controversial Issues	Family Narrative	Math & Algebra	Religions of Asia	
Copyright Guidelines	Film & Television	Microbiology	Religions of the West	
Criminal Justice	Food and Culture	Microsoft Office	Research Writing ~ How to Write a Research Paper	
Culinary Arts	Foundational Learning Center	Mono Sen South Asian Community Collection Finding Aid	Scanning Documents	
Culture and Values	Genetic Selection & Modification	Music of the Americas	Sociology	
Culture, Diversity and Healthcare	Geology	Native Americans	Speech	



Cultures & Values ~ Colicchio	Global Business	New Jersey Resources	Statistics & Polls	
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