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

**Regular Meeting – Board of Trustees**

**Tuesday, June 18, 2024**

**5:00 P.M.**

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

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

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

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

Passcode: 771689

Telephone: 1 305 224 1968

Webinar ID: 975 6667 6811

Passcode: 771689

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

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

**AGENDA**

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

*Chair*

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

**Trustees:**

*Edward DeFazio*

*Joseph Doria*

*Sally Elwir, Student Alumni Representative*

*Pamela Gardner*

*Frank Gargiulo*

*Stacy Gemma*

*Roberta Kenny*

*Vincent Lombardo*

*Jeanette Peña*

*Christopher Reber, President (Ex Officio)*

*Silvia Rodriguez*

*Harold Stahl*

- |              |   |                      |
|--------------|---|----------------------|
| <b>III.</b>  | <b>COMMENTS FROM THE PUBLIC</b>   | <i>Chair</i>         |
| <b>IV.</b>   | <b>CLOSED SESSION</b> <i>(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.)</i> |                      |
| <b>V.</b>    | <b>REPORTS</b>  |                      |
|              | 1. Student Government Association President's Report  | <i>Ms. Camacho</i>   |
|              | 2. All College Council Chair's Report   | <i>Mr. Manjikian</i> |
|              | 3. President's Report   | <i>Dr. Reber</i>     |
| <b>VI.</b>   | <b>REGULAR MONTHLY REPORTS AND RECOMMENDATIONS</b>  |                      |
|              | 1. Minutes of Previous Meetings   |                      |
|              | 2. Gifts, Grants, and Contracts   |                      |
| <b>VII.</b>  | <b>FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS</b>   | <i>Dr. Reber</i>     |
| <b>VIII.</b> | <b>PERSONNEL RECOMMENDATIONS</b>  | <i>Dr. Reber</i>     |
| <b>IX.</b>   | <b>ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS</b>   | <i>Dr. Reber</i>     |
| <b>X.</b>    | <b>NEW BUSINESS</b>   | <i>Chair</i>         |
| <b>XI.</b>   | <b>ADJOURNMENT</b>  | <i>Chair</i>         |

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

**Tuesday, June 18, 2024**

**II. ROLL CALL**

**Trustees:**

<i>Edward DeFazio</i>	<u>PRESENT</u>
<i>Joseph Doria</i>	<u>ABSENT</u>
<i>Sally Elwir, Student Alumni Representative</i>	<u>PRESENT</u>
<i>Pamela Gardner</i>	<u>PRESENT</u>
<i>Frank Gargiulo</i>	<u>PRESENT</u>
<i>Stacy Gemma</i>	<u>PRESENT</u>
<i>Roberta Kenny</i>	<u>PRESENT</u>
<i>Vincent Lombardo</i>	<u>PRESENT</u>
<i>Jeanette Peña</i>	<u>PRESENT</u>
<i>Christopher Reber, President, Ex Officio</i>	<u>PRESENT</u>
<i>Silvia Rodriguez</i>	<u>PRESENT</u>
<i>Harold Stahl</i>	<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; posted on the College Website and on Public Bulletin Boards of Hudson County Community College at 70 Sip Avenue, Jersey City, New Jersey, and at the North Hudson Campus, Union City, New Jersey, stating the date, time and place of said meeting.*

**MEETING INTRODUCTION**

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

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

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

***June 18, 2024***

**III. COMMENTS FROM THE PUBLIC**

***None***

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

*June 18, 2024*

**IV. CLOSED SESSION**

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

***June 18, 2024***

**V. REPORTS**

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

*Recognition of Former Board of Trustees Chair William Netchert and Vice Chair Bakari Lee*



**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

*June 18, 2024*

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

**1. MINUTES OF PREVIOUS MEETING**

*The Minutes of the Regular Meeting of May 14, 2024 are herewith submitted to the Board of Trustees for approval. (Page 10)*

**Recommendation:**

*It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of May 14, 2024.*

**2. GIFTS, GRANTS, AND CONTRACTS REPORT**

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

**TITLE:** *Strengthening Career and Technical Education (CTE) for the 21<sup>st</sup> Century (Perkins V)*

**AGENCY:** *NJ Department of Education (NJDOE)*

**PURPOSE OF GRANT:** *HCCC received notice of the College's FY'25 allocation to be utilized for direct program and instructional support for HCCC CTE programs. The application will be submitted for review and approval.*

**COLLEGE ADMINISTRATOR:** *Nydia James*

**COLLEGE CONTRIBUTION:** *\$0*

**AWARD AMOUNT:** *\$1,264,951*

**TITLE:** *Growing Apprenticeships in Nontraditional Sectors (GAINS)*

**AGENCY:** *New Jersey Department of Labor and Workforce Development, Office of Apprenticeships*

**PURPOSE OF GRANT:** *Apprenticeships in Non-Traditional Sectors*

**COLLEGE ADMINISTRATOR:** *Anita Belle*

**COLLEGE CONTRIBUTION:** *\$0*

**AWARD AMOUNT:** *\$71,694*

**RESOLUTION:**

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

**INTRODUCED BY:** \_\_\_\_\_ *Pamela Gardner*

**SECONDED BY:** \_\_\_\_\_ *Harold Stahl*

**DATE:** \_\_\_\_\_ *June 18, 2024*

DeFazio, Edward	<u>AYE</u>
Doria, Joseph	<u>ABSENT</u>
Gardner, Pamela	<u>AYE</u>
Gargiulo, Frank	<u>AYE</u>
Gemma, Stacy	<u>AYE</u>
Kenny, Roberta	<u>AYE</u>
Lombardo, Vincent	<u>AYE</u>
Peña, Jeanette	<u>AYE</u>
Rodriguez, Silvia	<u>AYE</u>
Stahl, Harold	<u>AYE</u>

9 Aye 0 Nay

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

Alexa Riano  
Signature of Recorder

06/18/2024  
Date

**HUDSON COUNTY COMMUNITY COLLEGE**

**Regular Meeting – Board of Trustees**  
**Tuesday, May 14, 2024**  
**5:00 P.M., In Person and Via Zoom**

**MINUTES**

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

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

**ABSENT:** Edward DeFazio and Joseph Doria

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

**II. ROLL CALL**

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

**IV. CLOSED SESSION – None**

**V. REPORTS**

**1. All College Council Chair's Report**

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

Hello Trustees!

It's good to see you all as we arrive at the conclusion of another successful semester.

As the spring 2024 semester is coming to an end, there is much to report that has recently happened and will soon happen. On April 24, Professor Katie Sweeting held a well-attended book launch party at the Journal Square Campus (JSQ), celebrating the release of her new historical novel, entitled *Remnant*. This was followed by a similar event on May 7 at the North Hudson Campus (NHC). This morning I learned that Professor Sweeting's novel is now ranked #1 on Amazon's list for Best New African American Historical Fiction. We wholeheartedly congratulate our colleague on her literary achievement, and I look forward to reading the book this summer.

At the end of this month, the All College Council (ACC) executive board will travel with other members of the college to the NISOD conference in Austin, Texas. The three officers will be presenting on our lessons learned and our experiences during our first year in ACC leadership. Our presentation, entitled "Community College Shared Governance: Institutional and Personal Perspectives" promises to be the blockbuster event of the summer season.

Hudson will be represented by a large contingent of faculty and staff. Those presenting in addition to us include Professors Sonja Rodiger, Saliha Yagoubi, Jonathan Cabrera, and adjunct Lilisa Williams. And, finally, I'd like to congratulate the entire college community, along with our leader, Dr. Reber, on being recognized with the 2024 "Most Promising Places to Work in Community Colleges" NISOD Award.

We are in the midst of a very busy final week of the semester. There was the “ESL to Graduation” Ceremony yesterday at JSQ and today was the Employee Recognition Lunch, which was planned and hosted by the ACC College Life Committee. After the Board meeting tonight, the college will be hosting the annual Graduation Commencement Formal at the Hudson House. Tomorrow, Wednesday night, we look forward to the PA Faculty Recognition Dinner. The grand finale comes on Thursday, as we all gather to celebrate the 2024 graduates at the Commencement Ceremony at Red Bull Arena.

Let's now proceed to committee reports:

- The Academic Senate looks forward to continuing their work next semester in reviewing policies and undertaking subcommittee projects, such as the ongoing analysis of the college-wide incomplete policy.
- The Student Affairs Committee successfully drafted and presented an updated Governance Recommendation (GR) on the college's lactation policy. The new GR was proposed and explained to the college community during the ACC general meeting, which took place on April 24. The proposed GR was put to a vote that passed with an overwhelming majority. We look forward to advancing this to Dr. Reber for his review in the near future.
- The Development and Planning Committee under the leadership of Director of Pathways Anita Belle has achieved much this past semester in raising awareness on the importance of giving back and donating to Hudson. The committee accomplished this with presentations at campus-wide events and by establishing and maintaining their presence at the many important events held throughout the semester. We look forward to seeing them build upon this momentum next semester.
- The College Life Committee continues to assist in the steps for wellness challenge which is now in its ninth week and nearing completion. As part of this program, Vice President of Human Resources Anna Krupitskiy and I co-led a group walk across the Brooklyn Bridge on Saturday, May 4. I had the honor to serve as tour guide, providing the history of the bridge and the city for those in attendance. The committee likewise successfully planned and executed a faculty and staff appreciation lunch that occurred earlier today. Almost 200 members of the Hudson family attended and were treated to a delicious Cuban lunch.
- The Technology Committee is exploring various tech and software options to enhance wayfinding at both JSQ and NHC. Committee Chair Lisa Bogart has emphasized that the options they are considering will be both cost effective and easily accessible to students, employees, and visitors.
- Space and Facilities reports that students will be painting a mural on the STEM Building over the summer. The artwork will be inspired, designed, and implemented by HCCC students. We all look forward to seeing their artistic creativity and the added vibrancy it will bring to our campus.

With that, I conclude the committee reports and would like to say in closing that we extend to all our graduating students an enthusiastic congratulations! We wish everyone the best of luck in their future endeavors!

Finally, thank you to everyone who made this report possible, including ACC Vice Chair Raffi Manjikian, ACC Secretary Sarah Teichman, all the ACC committee members, President Reber and the cabinet, and the entire college community. Thank you all for your time!

### ***President's Report***

*President Reber offered the following report.*

Good evening, Trustees.

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

*Moment of Silence*

Thank you.

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

Dr. Cody, thanks for your report and for your outstanding leadership of the All College Council this year! It is a pleasure working with you and your colleagues, and we so appreciate everything you do for Hudson County Community College!

Over the past several weeks, the HCCC family has been celebrating our graduating students in many ceremonies and events, including celebrations of our English as a Second Language students, Black and Brown students, Educational Opportunity Fund students, Hudson Scholars, LGBTQ graduates, academic program graduates and honorees, student leaders, and many others. We all are looking forward to the culminating celebration of the year – our 47th annual Commencement Ceremony this Thursday, May 16 beginning at 10 a.m. at Red Bull Arena in Harrison. We will celebrate 1,528 graduates this year, another College record!

In this evening's board materials is notice of a new \$600,000 grant from the National Science Foundation to expand HCCC's Cybersecurity program. The grant will directly support our initiatives to increase the representation of women students in our program, expand opportunities for experiential learning, create additional certification options, and other program enhancements. The college's cybersecurity program is one of our fastest-growing academic programs and is designated as a National Center of Academic Excellence in Cybersecurity by the National Security Agency. This is the College's second NSF grant.

We thank and congratulate Dean of STEM, Dr. Burl Yearwood; Coordinator of our Cybersecurity Program, Professor Faisal Aljamal; and all faculty and staff involved for their leadership and contributions in building our program into a national model.

This evening, I have invited Educational Opportunity Fund Counselor Eric Okai, Instructor of Criminal Justice Jonathan Cabrera, and students Jay Japay and Luis Diaz to discuss "The Brotherhood," a student-centered, male-identifying initiative to create a healthy and supportive environment for male student scholars.

As you will hear, monthly Brotherhood meetings address areas of growth in the academic, personal, and professional development of students.

It is a pleasure to invite Vice President for Academic Affairs, Dr. Darryl Jones, to introduce this evening's guests and their report, entitled, "Redefining Success: Empowering Students through The Brotherhood."

*Dr. Darryl Jones offered the following remarks.*

Thank you very much. Good afternoon and hello, Trustees.

Tonight's presentation is a special one because you will hear about a unique initiative that is designed to create a sense of belonging and attachment that ultimately empowers a high risk student population, college enrolled students who self identify as males. At the college, "The Brotherhood" had its beginnings in November 2020 and it was named "The Barbershop".

Some of the early barbers were Dr. Yeury Pujols, Dr. Burl Yearwood, Amaalah Ogburn, and Natalia Vazquez-Bodkin.

The mission of "The Barbershop" was not to give participants haircuts, but to give them something better, a barbershop-like culture that was meant to encourage brotherhood, camaraderie, and foster connections

among male identifying faculty and staff. In essence, it's a casual space to discuss and have common ground and share common experiences.

In 2023, Eric and Jonathan seized the opportunity to take "The Barbershop" to the next level, that being "The Brotherhood", which you will hear more about. I'm impressed with what Eric and Jonathan are doing to inspire, motivate, and encourage leaders to achieve excellence and grow professionally. It is impressive to see that during each of the Brotherhood meetings, the circle gets bigger and bigger.

The Brotherhood has recently engaged Matt Fessler, Dean of Enrollment, as they are beginning to establish external connections with similar organizations that have like missions. The work that they're doing is important because it is aligned with the college's recent engagement in the Racial Equity Leadership Academy, promoting the academic success of Black and African American male students, whose goal is to eliminate retention and completion gaps for Black and African Americans, support enrollment and full participation in Hudson Scholars, and, of course, increase academic and career pathways. Additionally, I'm also committed to continuing to support the group members as they engage in the Twelfth Annual Men of Color Leadership Conference held at Capital Community College in Hartford, CT in October.

*Eric Okai offered the following remarks.*

Good afternoon, everyone. I am Eric Okai, Educational Opportunity Fund (EOF) Counselor, presenting on "Empowering Students to the Brotherhood" alongside Professor of Criminal Justice Jonathan Cabrera.

The Brotherhood came to be because there was no safe space and supportive environment specific for men of color on this campus. The Barbershop is specifically geared towards staff and faculty. We wanted to offer the same culture but focused more on students.

Professor Cabrera and I were able to utilize our areas of expertise to establish and develop the Brotherhood with support from both EOF Director Dr. Jose Lowe as well as Vice President for Academic Affairs, Dr. Darryl Jones. We meet twice a month, and we see about 12-25 students per session.

*Jonathan Cabrera offered the following remarks.*

Our students are aware of this program through word of mouth. Most come from the EOF community. Other students come because their instructors introduced them to the Brotherhood. In spreading by word of mouth, the Brotherhood solicits a community where students can engage with each other, and learn from their peers.

The students come for different reasons such as a sense of community and an outlet to express themselves freely. We encourage the students to share all within the group, but we also are available on an individual basis.

*Eric Okai resumed his remarks.*

We offer a safe space, tools, and techniques to develop a sense of belonging; creating a haven by taking the lead in showing members of the Brotherhood how to be authentic leaders.

Jonathan and I understand that it is our duty and role here at the college, as staff and faculty members, to fulfill our roles at a high level while demonstrating ourselves as being approachable, nonjudgmental, and human. We recognize that being authentic allows our students to see us as multi-dimensional figures as opposed to figures of authority. It is very important that they see us as individuals they can relate to as opposed to people that are distant and far away.

With the commonalities that Jonathan and I share, we created an environment where students feel seen and heard because of our shared life experiences, which allows them to feel they're part of a community and see themselves in us. They've accepted us as one of their own, which is in the center of belonging.

*Jonathan Cabrera offered remarks.*

Ultimately, we are creating a community of leaders. Most of these students have leadership potential that hasn't been tapped into yet because either they haven't learned the skills or haven't been offered the opportunity.

Eric and I are role models because we are regular people, from black and brown communities. We have shared experiences similar to what students might have been through. We speak from personal experience and are able to guide them through their journey so they feel comfortable and prepared. Our students often feel learning is difficult when life is happening, usually because they are experiencing family issues, food scarcity, or financial hardship. We help them develop a solution and support them throughout the process. We also provide academic and professional development.

The Brotherhood is a community for support and comfort where we encourage our members to excel academically, personally, and professionally.

*Eric Okai offered remarks.*

There are a few goals and expectations for the Brotherhood. We believe that this community will help increase retention. As an organization we cannot provide resources like other departments, we offer an atmosphere of men uniting together, making the academic space less threatening and more familiar. Students who do not feel connected to the campus often do not complete the degree within the institution because they feel alone. In creating this space, we're able to have conversations in which we're able to identify areas of growth, what they can do, and what resources are here and available to them at the college. For example, we helped students with losses within their families connect with the mental health counseling department.

One of the things that we also want to work on is establishing a men's conference. In the coming years, we look forward to bringing these students together in a Men of Color initiative. They recently attended a conference at Kean University. During the visit, our students connected with other men from four-year institutions. In meeting and connecting with peers, our students are less likely to be intimidated and doubtful of themselves.

We strive to develop and establish partnerships with other institutions of two- and four-year colleges, such as Union College, Saint Peter's University, New Jersey City University, Montclair State University, and City University of New York. They all have Men of Color initiatives at these institutions. We would like to partner with those institutions and possibly have a collaboration event, creating a conference or an event where we're all able to bring our students together and engage.

*Jonathan Cabrera offered remarks.*

The data we've collected from the Brotherhood has been through surveys. The students are offered a survey of about 12-15 questions at every meeting. For spring, we gathered information from 11 different surveys with 70 responses.

We asked students about their experience with the event; the majority of results were excellent or good. The excellent category had just under 70 responses. We asked if they would recommend students to the brotherhood; the majority said yes, some said not sure, and a rare few said no. The last part of the survey was open for comments and asked what parts of the conversation were helpful.

The feedback and advice we received from some of my fellow brothers is that students are listening to others' stories and are able to relate to them, their obstacles and mental health issues.

In the black and brown male community, it is frowned upon to talk about mental health. There are a lot of negative connotations and stigmas surrounding this topic, along with expressing yourself. We collaborated with a mental health counselor to offer one of our best sessions yet. Although I am a facilitator, I learned many things from the counselor, as did the students.

The last question was, "What topics would you like to learn about in the Brotherhood?" Responses include careers, getting ahead in life, mental health, available benefits for the youth, and a trip. The students are

enthusiastic and are showing interest in the Brotherhood. We created a program for this need in our community.

I now present two of our Brotherhood members to speak about their experiences and reflections about the program.

*Luis Diaz offered remarks.*

Greetings. My name is Luis Diaz. I am a major in Theater and Arts.

I started my school journey in 2023. I graduated high school in 2000, and, since then, I have struggled and questioned myself: How do I become a student again? How do I become a better student?

I knew that I had to get involved in school activities, but how do I do that when I'm a little timid and I don't like speaking in front of people? The Brotherhood was definitely supportive and a great choice for me because I met these guys, whom I can relate to, since they have had similar life experiences and obstacles.

This has made me a better student, father, and husband, and now I'm looking into employment in administration just because of their support.

The Brotherhood became a crucial part of me. I'm walking along with people like me, which is essential. I can say that my brothers feel the same way, too. Thank you.

*Jay Pajay offered remarks.*

My major is Criminal Justice. I learned about the Brotherhood last semester as I was in Professor Cabrera's class, and he invited me. So far, I have loved the experience. We touch on important topics like mental health because everyone deserves a healthy mind.

Speaking about mental health or other topics allows us to feel comfortable among men. We talk about dating, texting a girl, and other areas of our interest. We also talk about leadership. Eric and Professor Cabrera teach about the importance of the leadership circle, ways of becoming a leader, and future endeavors after graduation. Eric always asks if everything is okay. He cares and checks up on the students.

The Brotherhood is a great organization. I hope it continues its momentum. If my finances allow me to do so in the future, I will donate to this organization.

*Eric Okai offered final remarks.*

So that will conclude our presentation on the Brotherhood. Thank you so much for your time. We appreciate you!

*President Reber offered closing remarks.*

Thanks so much, Darryl, Eric, Jonathan, Jay, and Luis.

What a great presentation about a truly inspirational initiative!

Trustees, this concludes my report.

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

1. *The Minutes of the Regular Meeting of April 16, 2024 were approved.*

2. *Gifts, Grants, and Contracts Report*

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



**TITLE:** Empowering the Next Generation of Cybersecurity Professionals with a Focus on Women

**AGENCY:** National Science Foundation (NSF)

**PURPOSE OF GRANT:** To increase the representation of women within HCCC's Cybersecurity Program

**COLLEGE ADMINISTRATOR:** Professor Faisal Aljamal

**COLLEGE CONTRIBUTION:** \$0

**AWARD AMOUNT:** \$599,811.00

**TITLE:** HCCC Art Foundation

**AGENCY:** Jersey City Arts & Culture Trust Fund

**PURPOSE OF GRANT:** Creation and installation of placards for Foundation Art Collection

**COLLEGE ADMINISTRATOR:** Andrea Siegel

**COLLEGE CONTRIBUTION:** \$0

**AWARD AMOUNT:** \$13,125.00

Introduced by: Bakari Lee  
Seconded by: Jeanette Peña

8 Ayes.....0 Nays

Resolutions Adopted

**VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATION:**

1. Resolution Authorizing Consultation for Development of a Five-Year College-Wide Strategic Plan to be funded from the operating budget at a cost not to exceed \$19,995, was approved.

Introduced by: Bakari Lee  
Seconded by: Pamela Gardner

8 Ayes.....0 Nays

Resolution Adopted

**VIII. PERSONNEL RECOMMENDATIONS 1-7:**

**1. RESIGNATIONS**

First Name	Last Name	Title	Effective Date
Mackenzie	Johnson	Senior Assistant Director, Program Operations and Development	June 3, 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**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Annual Salary</b>
Ivy	Altamirano	Student Success Retention Specialist, Nursing	110	May 20, 2024	\$ 60,000.00
Shuang	De Jesus	Senior Assistant Director, Data Assessment	114	May 16, 2024	\$ 71,698.33
Joselito	Rosal	Nursing Admissions Advisor	109	May 20, 2024	\$ 52,000.00

**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 TEMPORARY FULL-TIME STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Daniella	Araoz	Administrative Support Specialist	105	May 16, 2024	August 31, 2024	\$ 39,507.89
Luisa	Carranza	Administrative Support Specialist	105	May 16, 2024	August 31, 2024	\$ 39,612.06
Machli	Joseph	Coordinator, Environmental Justice Workforce Program (Grant-funded)	109	June 1, 2024	December 31, 2024	\$ 49,479.51
Jerrell	Sablan	Administrative Assistant (Grant-funded)	108	May 16, 2024	August 30, 2024	\$ 44,955.17

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

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

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>OFFICE</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Jocelyn	Castillo	Academic Affairs	Office Assistant	OFFAST-252010	Linda Guastini
Mariam	Amer	Advisement and Counseling	Office Assistant/ Academic Advisor	ADVISOR-200510/ OFFAST-200510	Jenny Henriquez
Samantha	Ramirez	Advisement and Counseling	Academic Advisor	ADVISOR-200510	Jenny Henriquez
Salma	Abdelwahed	Cultural Affairs	Program Assistant	PTPRGA-255011	Michelle Vitale
Elaf	Hussein	Cultural Affairs	Program Assistant; Gallery Educator	PTPRGA-255011; GALEDU-255011	Michelle Vitale
Leonardo	Silva Serra de Paula	Cultural Affairs	Gallery Educator	GALEDU-255011	Michelle Vitale
Raul	Garcia	Educational Opportunity Fund (EOF)	EOF Instructor	EOFPTINST-603048	Jose Lowe
Darius	Gilmore	ESL	Academic Coach	ACDCOH-601011	Tahrier Ahmad

Joshua	Sanchez	Hudson Helps Resource Center	Food Pantry Manager	PTRYMGR	Katherine Morales
Dina	Botros	Humanities and Social Sciences	Office Assistant	OFFAST-101021	Jacquelyn Delemos
Marvin	Alas	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Yay	Barot	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Meylin	Chicas	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Magda	Dimanche	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Mira	Domadiya	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ana	Hernandez	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Prit	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
shiv	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ayush	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
Keyur	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Mansi	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Ohm	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Diego	Penachi	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Jonathan	Ramos	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

Kevin	Shah	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
Aphyra	Verna	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Shanta	Carter	Nursing and Health Professions	Skills Lab Instructor	Skills Lab Instructor	Lori M. Byrd
Gina	Calderon	School of Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Ricardo	Camacho Jr.	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Cherise	Dawson	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603078	Catherina Mirasol
Denise	Dubron	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603078; PTINST-603084	Catherina Mirasol; Anita Belle
Franklin	Estrada	School of Continuing Education and Workforce Development	PT Office Assistant	OFFAST-102010	Chastity Farrell
Alisa	Figueroa	School of Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Gabriela	Fossati	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Henry	Gomez	School of Continuing Education and Workforce Development	PT Instructor - Healthcare	HCINST-103005 and HCINST-601515	Samaya Yashayeva; Anita Belle
Maria	Ibrahim	School of Continuing Education and Workforce Development	PT Academic Coach	ACDCCH-603091	Maritza Reyes
Muhammad	Khan	School of Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Ines	Kinney	School of Continuing Education and Workforce Development	PT Office Assistant	OFFAST-102010	Chastity Farrell
Corazon	Lacsamana	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Johnstone	Libutsi	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603078	Catherina Mirasol
Laci	Mancini	School of Continuing Education and Workforce Development	PT Office Assistant	OFFAST-102010	Chastity Farrell
Jorge	Martinez	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603078	Catherina Mirasol
Wasif	Mirza	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Melissa	Molinero	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603078	Catherina Mirasol
Joel	Rivera	School of Continuing Education and Workforce Development	PT Office Assistant	OFFAST-102010	Chastity Farrell
Bryan	Samaniego	School of Continuing Education and Workforce Development	PT Academic Coach	ACDCCH-603091	Maritza Reyes
Amar	Samaroo	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Nicholas	Scorza	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Karen	Standard	School of Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Anna	Starzec	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Ernesto	Tobar	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell

Diego	Velez	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
David	Velez Sisalima	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Cynthia	Wilson	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603078	Catherina Mirasol
Jamaris	Young	School of Continuing Education and Workforce Development	PT Instructor	PTINST-603095	Maritza Reyes
Maria	Zaman	School of Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jean	Suazo	Student Affairs/ Advisement and Counseling	Academic Advisor	ADVISOR-200510	Brianna Casagrande
Paulina	Sonza	Student Life and Leadership	Event Assistant	PTEVAST-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**

<b>First Name</b>	<b>Last Name</b>	<b>School/Office</b>
Sabrina	Barrett	Humanities and Social Sciences
Shameem	Syed	STEM

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

**6. MODIFICATIONS TO STAFFING TABLE**

<b>Current Approved Title</b>	<b>New Title/Classification</b>	<b>Incumbent (If applicable)</b>	<b>Salary Grade and Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
Learning Systems Manager	Director of Instructional Systems for Online Learning	Robert Kahn	Salary Grade From: 114 To: 119 Salary From: \$73,629.17 To: \$91,317.07	May 16, 2024
Instructional Designer	Senior Instructional Designer	Callie Martin	Salary Grade From: 115 To: 116 Salary From: \$86,060.20	May 16, 2024

			To: \$88,060.20	
Director	Associate Dean	Jennifer Valcarcel	Salary Grade From: 117 To: 120 Salary From: \$74,263 To: \$90,000	May 16, 2024

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

**7. RESOLUTION TO APPROVE STUDENT MENTAL HEALTH LEAVE OF ABSENCE POLICY**

**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 the approval of the Student Mental Health Leave of Absence Policy; and,

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

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

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

**RESOLUTION:**

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

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

8 Ayes.....0 Nays

*Resolutions Adopted*

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-10:**

1. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and AHS Hospital Corp for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.
2. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.
3. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Hudson Hospital Opco LLC d/b/a CarePoint Health – Christ Hospital for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.

4. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and HUMCO Opco LLC d/b/a CarePoint Health – Hoboken University Medical Center for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.
5. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Peace Care St. Ann's for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.
6. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and North Hudson Community Action Corporation for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.
7. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Hudson Regional Hospital for Clinical Experiences in HCCC's Registered Nurse (RN) Program was approved.
8. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and North Hudson Community Action Corporation for Clinical Experiences in HCCC's Practical Nurse (PN) Program was approved.
9. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the New Jersey Judiciary for Internship Experiences in Human Services and Criminal Justice Programs was approved.
10. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Advanced Disability Management Services was approved.

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

*8 Ayes.....0 Nays*

*Resolutions Adopted*

**X. NEW BUSINESS - None**

**XI. ADJOURNMENT at 5:45 p.m.**

*Introduced by: Silvia Rodriguez*  
*Seconded by: Frank Gargiulo*

*8 Ayes.....0 Nays*

*Resolution Adopted*



**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

*June 18, 2024*

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

**1. Resolution Authorizing Contract for the Management and Operation of Parking Stackers**

**WHEREAS**, Hudson County Community College ("College") requires the services of an experienced vendor to manage and operate the new triple deck parking stackers purchased by the college at the former 119 Enos Building site ("Services"); and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (10), contracts whose subject matter consists of specialized machinery or equipment of a technical nature, that will not reasonably permit the drawing of specifications and the procurement thereof through advertising, is in the public interest are exempt from public bidding; and,

**WHEREAS**, notwithstanding the bid exemption, the College solicited proposals for the Services through a fair-and-open process and issued a Request-for-Proposal ("RFP") for the Services for a term not to exceed three (3) years; and,

**WHEREAS**, the College received the following proposal in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Welcome Parking	Jersey City, NJ	\$964,697

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

**WHEREAS**, the term for the Services is three (3) years; and,

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for the management and operation of parking stackers to Welcome Parking, Jersey City, New Jersey, as described herein at a cost not to exceed \$964,697 over three years.

**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 Award of Audit Contract for Fiscal Year 2024**

**WHEREAS**, Hudson County Community College ("College") requires the services of a New Jersey licensed accounting firm to complete the College's Fiscal Year 2024 Audit ("Services"); and,

**WHEREAS**, the Services constitute professional services under the County College Contracts Law; and,

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

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

**WHEREAS**, the firm of Donahue, Gironda, Doria & Tomkins (“DGD”) was the only vendor that submitted a proposal to provide the Services in an amount not to exceed \$87,000, which represents a 7% 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 2024 in an amount not to exceed \$87,000.

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

### **3. Resolution Authorizing Agreement for Staff and Faculty Monthly Parking at Vroom Street Church**

**WHEREAS**, Hudson County Community College (“College”) needs to provide additional parking for faculty and staff; and,

**WHEREAS**, the College wishes to acquire the right to use thirty (30) parking spaces in a surface lot owned by Vroom Street Church (“Vroom”) located at 155 Vroom Street on Mondays through Fridays; and,

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

**WHEREAS**, Vroom has submitted a proposal to provide thirty (30) parking spaces for a total cost not to exceed \$99,000 for a period of two (2) years; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve the agreement with Vroom Street Church of Jersey City, New Jersey, for the use of thirty (30) parking spaces at a cost not to exceed \$99,000 for a period of two years.

**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 Approving Agreement for Electronic Processing Services**

**WHEREAS**, Hudson County Community College (“College”) requires electronic processing services from ACI Worldwide Corp. (“ACI”) to collect payment for tuition, fees, and other types of payments from students; and,

**WHEREAS**, pursuant to N.J.S.A 18A: 64A-25.5 (a) (14), this service is exempt from bidding as it relates to the collection of amounts due on student loans; and,

**WHEREAS**, ACI has submitted a proposal to provide these services for an approximated annual total of \$230,000; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community

*College award a contract to ACI Worldwide Corp. of Naples, Florida, to provide electronic payment processing services for the College in accordance with the fees set forth herein.*

**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 Agreement with the County of Hudson and the Hudson County Improvement Authority for Shared Services Related to Certain Capital Development Projects**

**WHEREAS**, Hudson County Community College ("College") needs to renew the agreement with the Hudson County Improvement Authority ("HCIA") for development consultation ("Services") in connection with various real estate development and capital projects; and,

**WHEREAS**, an updated facilities master plan for the College is nearing completion; and,

**WHEREAS**, the College's updated master plan will include provisions for the sale and acquisition of properties, repurposing existing facilities, public and private partnerships, and significant new construction; and,

**WHEREAS**, the Administration has determined a need for ongoing professional assistance to coordinate the execution of the plan and to assist with negotiation with developers, funding authorities and regulatory agencies; and,

**WHEREAS**, it has been further determined that this need can be addressed by employing the services of Brian O'Reilly through a shared services agreement with the County of Hudson and HCIA; and,

**WHEREAS**, the anticipated term for HCIA is five (5) years; and,

**WHEREAS**, it has been further determined that the need for compliance consulting services ("Consulting Services") can be addressed by employing the services of SRL Enterprises ("SRL") through a shared services agreement with the HCIA; and,

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

**WHEREAS**, pursuant to New Jersey's Shared Services Act, N.J.S.A. 40A:65-1, et seq., the College and the HCIA may directly enter into a shared services agreement for the Services and the Consulting Services; and,

**WHEREAS**, HCIA has advised that the cost for the Services shall not exceed \$180,000 for the five (5) year term, which represents no increase from the prior agreement; and,

**WHEREAS**, HCIA has advised that the cost for the Consulting Services shall not exceed \$126,896 for the two (2) year term; and,

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

**WHEREAS**, the cost of the Consulting Services will be funded through Chapter 12; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve a shared services agreement with the Hudson County Improvement Authority of Jersey City, New Jersey for:

1. The Services as described herein at a cost not to exceed \$180,000; and,
2. The Consulting Services as described herein at a cost not to exceed \$126,896.

**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 Renewal of Advanced Email Security Protection Software**

**WHEREAS**, Hudson County Community College ("College") needs software to provide advanced email security protection against ransomware and other security incidents because email is the number one vector for these incidents; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.11a, the procurement of the software is exempt from public bidding as the purchase is being made through an approved cooperative; and,

**WHEREAS**, SHI International Corp. (part of Edge Market – TeCHS Full Catalog/Contract # 269EMCPS-21-001-EM-SHI) has submitted a proposal for Mimecast software at a cost not to exceed \$62,454, which represents a 5% 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 SHI International Corp. of Somerset, New Jersey, to provide advanced email security protection software as described herein at a cost not to exceed \$62,454.

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

## **7. Resolution Authorizing 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 \$185,814, which represents a 5% 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 \$185,814.

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

## **8. Resolution Authorizing Renewal of Altice Media Services Contract for Cable Advertisements**

**WHEREAS**, Hudson County Community College ("College") needs to renew cable television advertising as part of its plan to increase visibility and create a media image; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (20), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for personnel recruitment and advertising seeking student enrollment; and,

**WHEREAS**, Altice has submitted a proposal to run ads designed by the College's Office of Communications on Altice's cable stations for television spots, at a cost not to exceed \$62,065, 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 award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Altice of Hoboken, New Jersey, for the purchase of media services as described herein at a cost not to exceed \$62,065.

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

**9. Resolution Authorizing Renewal of News 12 Media Services Contract for Cable Television Advertisements**

**WHEREAS**, Hudson County Community College ("College") needs to renew cable television advertising as part of its plan to increase visibility and create a media image; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (20), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for personnel recruitment and advertising seeking student enrollment; and,

**WHEREAS**, News 12 New Jersey has submitted a proposal to run ads designed by the College's Office of Communications on News 12 New Jersey's cable television station at a cost not to exceed \$30,113, which represents a 2% 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 award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to News 12 New Jersey of Edison, New Jersey, for the purchase of media services as described herein at a cost not to exceed \$30,113.

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

**10. Resolution Authorizing Renewal of Effectv Media Services for Cable Advertisements**

**WHEREAS**, Hudson County Community College ("College") needs to renew cable television advertising as part of the plan to increase visibility and create a media image; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (20), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for personnel recruitment and advertising seeking student enrollment; and,

**WHEREAS**, Effectv has submitted a proposal to run ads designed by the College's Office of Communications on Comcast Cable's cable stations, including Verizon FiOS, at a cost not to exceed \$50,000, 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 award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Effectv of New York, New York, for the purchase of advertising media services as described herein at a cost not to exceed \$50,000.

**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.

#### **11. Resolution Authorizing Renewal of Liability and Casualty Insurance**

**WHEREAS**, Hudson County Community College ("College") needs to purchase liability and casualty insurance; and,

**WHEREAS**, pursuant to N.J.S.A 18A:64A-25.5 (a) (11), the College may, without public advertising for bids or bidding therefore, make, negotiate or award a contract for insurance coverage and consulting services; and,

**WHEREAS**, the College's insurance broker, the CBIZ Borden Perlman Agency, has solicited proposals for this insurance for the College as part of a pool of seven (7) community colleges to obtain the most favorable premium rates and coverage limits, and has recommended the proposal submitted by Philadelphia Insurance Companies at a cost not to exceed \$590,000 annually, which represents an 11% increase from the prior year due primarily to higher commercial package costs; and,

**WHEREAS**, the annual premiums for the coverages are noted below:

##### **Coverage Cost**

Commercial Package Policy \$365,000  
 Crime Included  
 Commercial Automobile Included  
 Boiler and Machinery Included  
 Excess Liability \$57,000  
 School Leaders \$78,000  
 Special Excess Liability \$36,000  
 Environmental Liability \$10,000  
 Cyber/Data Security Liability \$44,000

**Total \$590,000**

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

**WHEREAS**, the cost of this insurance will be funded from the operating budget; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for the purchase of insurance policies set forth above procured by CBIZ Borden Perlman of Ewing, New Jersey, through the county college community pool at a cost not to exceed \$590,000.

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

## **12. Resolution Amending Resolution #1 from April 16, 2024 Board of Trustees Meeting**

**WHEREAS**, at the April 16, 2024 regular meeting, the Board of Trustees of Hudson County Community College approved acceptance of Chapter 12 funds in the amount of Two Million Nine Hundred Forty-Three Thousand Four Hundred Forty-Two Dollars (\$2,943,442), to further implement the College's Facilities Master Plan in Journal Square and all costs related thereto; and,

**WHEREAS**, since the April 16, 2024, meeting the amount has been approved to include unused funds that increases the total amount to Three Million One Hundred Fifty-Five Thousand Eight Hundred Eight Dollars (\$3,155,808); and,

**WHEREAS**, the State of New Jersey, beginning with the FY 2025 cycle, will make available to the College through the Chapter 12 Program up to One Million Five Hundred Seventy-Seven Thousand Nine Hundred Four Dollars (\$1,577,904) for capital projects, plus additional funds in an amount up to One Million Five Hundred Seventy-Seven Thousand Nine Hundred Four Dollars (\$1,577,904) to be provided by County or County Backed Bonds as per Chapter 12 requirements;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College amend the April 16, 2024 resolution accepting Chapter 12 funds so that the amounts One Million Five Hundred Seventy-Seven Thousand Nine Hundred Four Dollars (\$1,577,904) to be provided by the State of New Jersey, plus additional funds in an amount up to One Million Five Hundred Seventy-Seven Thousand Nine Hundred Four Dollars (\$1,577,904) to be provided by County or County Backed Bonds, totaling Three Million One Hundred Fifty-Five Thousand Eight Hundred Eight Dollars (\$3,155,808) in Chapter 12 funding for Fiscal Year 2025.

**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 Recommendation 1-12.**

1) Resolution Authorizing Contract for the Management and Operation of Parking Stackers; 2) Resolution Authorizing Award of Audit Contract for Fiscal Year 2024; 3) Resolution Authorizing Agreement for Staff and Faculty Monthly Parking at Vroom Street Church; 4) Resolution Approving Agreement for Electronic Processing Services; 5) Resolution Authorizing Renewal of Agreement with the County of Hudson and the Hudson County Improvement Authority to Share Services Related to Certain Capital Development Projects; 6) Resolution Authorizing Renewal of Advanced Email Security Protection Software; 7) Resolution Authorizing Renewal of Canvas Cloud Software; 8) Resolution Authorizing Renewal of Altice Media Services Contract for Cable Advertisements; 9) Resolution Authorizing Renewal of News 12 Media Services Contract for Cable Advertisements; 10) Resolution Authorizing Renewal of Effectv Media Services for Cable Advertisements; 11) Resolution Authorizing Renewal of Liability and Casualty Insurance; and 12) Resolution Amending Resolution #1 from April 16, 2024 Board of Trustees Meeting.

**INTRODUCED BY:**

Pamela Gardner

**SECONDED BY:**

Harold Stahl

**DATE:**

June 18, 2024

DeFazio, Edward  
Doria, Joseph  
Gardner, Pamela  
Gargiulo, Frank  
Gemma, Stacy  
Kenny, Roberta  
Lombardo, Vincent  
Peña, Jeanette

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ABSENT

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Rodriguez, Silvia  
Stahl, Harold

AYE  
AYE

9 Aye 0 Nay

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

Alexa Riano  
Signature of Recorder

06/18/2024  
Date



## HUDSON COUNTY COMMUNITY COLLEGE

## BOARD OF TRUSTEES MEETING

June 18, 2024

## VIII. PERSONNEL RECOMMENDATIONS

## 1. RESIGNATION

First Name	Last Name	Title	Effective Date
John	Scanlon	Associate Vice President, Institutional Research and Planning	July 2, 2024

**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
Marselly	Almanzar	Senior Assistant Director, Advising, Training and Development	114	June 17, 2024	\$ 67,093.60
Alexa	Andrade	Academic Counselor	113	June 17, 2024	\$ 56,539.62
Sarah	Andrews	Academic Counselor	113	June 17, 2024	\$ 65,671.28
Ariana	Calle	Associate Director, Hudson Helps Resource Center (North Hudson Campus)	115	June 16, 2024	\$ 60,913.61
George	Hill	Academic Counselor	113	June 17, 2024	\$ 78,000.00
Kadira	Johnson	Basic Needs Social Worker	111	June 16, 2024	\$ 51,283.09
Mackenzie	Johnson	Academic Counselor	113	June 3, 2024	\$ 60,407.15
Nicholas	Mangal	Senior Assistant Director, Program Operations and Development	114	July 2, 2024	\$ 67,093.60
Keischa	Taylor	Assistant Director, Student Life and Leadership	113	June 16, 2024	\$ 58,519.84
Alexa	Yacker	Mental Health Counselor	113	July 15, 2024	\$ 57,000.00

**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 TEMPORARY FULL-TIME FACULTY

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Elizabeth	Hallacy	Instructor, ESL (Non-tenure track)	August 16, 2024	December 31, 2024	\$56,320.00
Shree Vishal	Persaud	Instructor, ESL (Non-tenure track)	August 16, 2024	December 31, 2024	\$56,320.00
Sohrab	Sajadi	Instructor, ESL (Non-tenure track)	August 16, 2024	December 31, 2024	\$56,320.00
Amanda	Velez	Instructor, ESL (Non-tenure track)	August 16, 2024	December 31, 2024	\$56,320.00

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

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Salary Grade</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Lydia Kai	Adjetet	Advancement Alumni Relations Intern	101	June 17, 2024	December 31, 2024	\$ 32,500.00
Candice	Fernandez	Academic Counselor	113	June 12, 2024	December 31, 2024	\$ 56,539.62
Rossella	Lopez	Admissions Advisor	109	July 1, 2024	December 31, 2024	\$ 48,619.02
Marian	Betancourt	Student Success Coach, NJRC (Grant-funded)	109	July 1, 2024	June 30, 2025	\$ 48,903.08
Denisse	Carrasco	Healthcare Coordinator, Gateway to Innovation (Grant-funded)	109	July 1, 2024	June 30, 2025	\$ 48,903.89
Jessica	Cortez	Academic Counselor	113	July 1, 2024	December 31, 2024	\$ 55,250.44
Laurice	Dukes	Associate Director, Gateway to Innovation (Grant-funded)	113	July 1, 2024	June 30, 2025	\$ 63,654.00
Evani	Greene	Student Success Coach, Gateway to Innovation (Grant-funded)	109	July 1, 2024	June 30, 2025	\$ 48,903.90
Sean	Kerwick	Associate Director, Supply Chain and Logistics, CWI (Grant-funded)	115	July 1, 2024	June 30, 2025	\$ 82,152.91
Tania	Martin	Career Advisor, Center for Adult Transition (Grant-funded)	109	July 1, 2024	June 30, 2025	\$ 53,794.00
Maritza	Reyes	Associate Director, Center for Adult Transition (Grant-funded)	115	July 1, 2024	June 30, 2025	\$ 79,567.50
Whitney Mora	Rivera	Customer Service Representative (Grant-funded)	103	July 1, 2024	June 30, 2025	\$ 37,492.00
Maria Lita	Sarmiento	Alumni Manager, Gateway to Innovation (Grant-funded)	112	July 1, 2024	June 30, 2025	\$ 59,501.64
Luz	Tellez	Academic Advisor	109	July 1, 2024	December 31, 2024	\$ 47,202.93
Mylz	Wilson	Student Success Coach, Workforce Development (Grant-funded)	109	June 19, 2024	June 30, 2025	\$ 47,202.93

**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 2024-25**

<b>First Name</b>	<b>Last Name</b>	<b>School</b>
Jonathan	Cabrera	Humanities and Social Sciences
Christopher	Cody	Humanities and Social Sciences
Inez	Cruz	Nursing and Health Programs
Sharon	Daughtry	Business, Culinary Arts and Hospitality Management
Yavuz	Guner	STEM
Gabriel	Holder	Nursing and Health Programs

Marissa	Lontoc	Business, Culinary Arts and Hospitality Management
Raffi	Manjikian	STEM
Daniel	Ondieki	STEM
Josue	Perez	Humanities and Social Sciences
Ashley	Pianko	Nursing and Health Professions
Sebastian	Pieciak	Humanities and Social Sciences
Soviesky	Pujols	Humanities and Social Sciences
Dorante	Richards	Nursing and Health Professions
Sonja	Rodiger-Radovic	Humanities and Social Sciences
Gunes	Senturk	STEM
Keeley	Thornton	Humanities and Social Sciences
Kade	Thurman	Humanities and Social Sciences
Benedetto	Youssef	Humanities and Social Sciences

**RECOMMENDATION:**

*The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Reappointment of Tenure-Track Faculty for Academic Year 2024-25 listed above, as Personnel Recommendation Item No 5.*

**6. REAPPOINTMENT OF COLLEGE LECTURERS FOR ACADEMIC YEAR 2024-25**

<b>First Name</b>	<b>Last Name</b>	<b>School</b>
Griselda	Frane	Nursing and Health Professions
Carmen	Pelardis	Nursing and Health Professions
Nancy	Saliba	Nursing and Health Professions

**RECOMMENDATION:**

*The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Reappointment of College Lecturers for Academic Year 2024-25 listed above, as Personnel Recommendation Item No 6.*

**7. AUTHORIZATION OF PART-TIME STAFF THROUGH JUNE 2025, AS NEEDED**

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>OFFICE</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Christopher	Capri	Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Joseph	Schreck	Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Monique	Tawiah	Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Nicole	Barnes	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Laura	Brinkley	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Laura	Burnett	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Javier	Cabezas	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Marisa	Daponte	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Angel	Dumencela	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis

Maria	Figueroa	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Kimberly	Muller	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Gabrielle	Reeves	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Lisbeth	Romero	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Dhrushna	Vasram	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Josefa	Flores	Advisement	Office Assistant	OFFAST-200510	Jenny Henriquez
Esperanza	Robles-Class	Advising and Counseling	Academic Advisor	Academic Advisor	Jenny Henriquez
Jelani	Scriven	Advising and Counseling	PT Office Assistant	OFFAST-200510	Andy Adler
Igor	Tserkun	Advising and Counseling	PT Office Assistant	OFFAST-200510	Andy Adler
Urimala	Chawaria	Center for Teaching, Learning, and Innovation	Office Assistant	OFFAST	Paula Roberson
Jay	Singh	Communications	Web Developer	PTWBDEV-254055	Kristofer Fontanez
Mahmoud	Abouegila	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Luis	Aguayo	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Khayala	Aliyeva	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Timothy	Amin	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515; HCINST-604020	Catherina Mirasol; Anita Belle; Samaya Yashayeva
Omar	Ashour	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Jacquelyn	Bird	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Kaivan	Cuellar	Continuing Education and Workforce Development	PT Office Assistant	OFFAST-102010	Chastity Farrell
Maria Lou Riza	Dejesus	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Angela	Delgado	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Maritza Reyes

Sonam	Dorji	Continuing Education and Workforce Development	Pt Mentor	MENTOR-603091	Maritza Reyes
Denise	Dubron	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515	Samaya Yashayeva; Anita Belle
Amal	Eddegouj	Continuing Education and Workforce Development	PT Instructor	HCINST-103005; PTINST-102010	Samaya Yashayeva; Chastity Farrell
Raymond	El-Khoury	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Ezgi	Elouzeh	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Fadoi	Essaoudi	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515; HCINST-604020	Catherina Mirasol; Anita Belle; Samaya Yashayeva
Andrea	Goodwin	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Shakima	Goodwin	Continuing Education and Workforce Development	PT Coordinator	PTCORD-605016	Anita Belle
Majdi	Hammoudeh	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515; HCINST-604020	Catherina Mirasol; Anita Belle; Samaya Yashayeva
William	Jakubowski	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Khurshed	Khan	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Faustina	Koffi	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515	Samaya Yashayeva; Anita Belle
Gary	Leyva	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Elizabeth	Marrero	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515	Samaya Yashayeva; Anita Belle
Hector	Mota	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell

Cheyenne	Murray	Continuing Education and Workforce Development	PT Camp Counselor	SUMTA-102010	Chastity Farrell
Abeer	Nouh	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515	Samaya Yashayeva; Anita Belle
Adrianne	Payne	Continuing Education and Workforce Development	PT Instructor	PTINST-603091	Maritza Reyes
Mark	Raines	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Muhammad	Rasheed	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Attiq	Rehman	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005; HCINST-601515	Samaya Yashayeva; Anita Belle
Julie	Rosario	Continuing Education and Workforce Development	PT Customer Service Assistant	CSTAST-102010	Chastity Farrell
Charles	Schaadt	Continuing Education and Workforce Development	PT Instructor	PTINST-603071	Anita Belle
Anna	Zielinski	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Anthony	Clode	Culinary Arts	Adjunct Additional Assignment	PTAACAI-10130	Ara Karakashian
La'Tyra	Danner	Culinary Arts	Office Assistant	OFFASSIST-101030	Ara Karakashian
Regina	Espino	Culinary Arts	Receiving Clerk	TFTRCLK-101030	Ara Karakashian
Kim	Fong	Culinary Arts	Adjunct Additional Assignment	PTAACAI-10130	Ara Karakashian
Samir	Nour	Culinary Arts	Office Assistant	OFFAST-101030	Ara Karakashian
Frank	Pascale	Culinary Arts	Adjunct Additional Assignment	PTAACAI-10130	Ara Karakashian
Jasmine	Pascua	Culinary Arts	Office Assistant; Adjunct Additional Assignment	RECLERK-101030; PTAACAI-101030	Ara Karakashian
Anuchit	Pukdeedamrongrit	Culinary Arts	Receiving Clerk; Adjunct Additional Assignment	RECLERK-101030	Ara Karakashian
Matthew	Siciliano	Culinary Arts	Adjunct Additional Assignment	PTAACAI-101030	Ara Karakashian

Manira	Traore	Culinary Arts	Office Assistant	OFFAST-101030	Ara Karakashian
Diana	Acosta	Customer Service	Customer Service Assistant	CSASST-253035	Frederick Medina
Alexander	Benitez	Customer Service	Office Assistant	OFFAST-253035	Frederick Medina
Tito	Torres Villacres	Customer Service	Customer Service Assistant	CSASST-253035	Frederick Medina
Ghania	Ahmed Zaid	Educational Opportunity Fund (EOF)	EOF Tutor	EOFTUTOR-150515	Jose M. Lowe
Leonardo	Amador	Educational Opportunity Fund (EOF)	EOF PEER LEADER	EOFPEER-603048	Jose M. Lowe
Angel	Bermudez	Educational Opportunity Fund (EOF)	EOF PEER LEADER	EOFPEER-603048	Jose M. Lowe
Jailyn	Bermudez	Educational Opportunity Fund (EOF)	EOF PEER LEADER	EOFPEER-603048	Jose M. Lowe
Luis	Diaz Jr	Educational Opportunity Fund (EOF)	EOF Office Assistant	EOFFOFFAST-603048	Jose M. Lowe
Natassja	Freeman	Educational Opportunity Fund (EOF)	EOF Tutor	EOFTUTOR	Jose Lowe
Victoria	Migochi	Educational Opportunity Fund (EOF)	EOF Tutor Coordinator	EOFTUTCOOR-150515	Jose M. Lowe
Aqsa	Naveed	Educational Opportunity Fund (EOF)	EOF Financial Liaison	EOFFINLIAI-150515	Jose M. Lowe
Neivi	Nunez	Educational Opportunity Fund (EOF)	EOF PEER LEADER	EOFPEER-603048	Jose M. Lowe
Tyhia	Peters	Educational Opportunity Fund (EOF)	EOF PEER LEADER	EOFPEER-603048	Jose M. Lowe
Marolla	Youakim	Educational Opportunity Fund (EOF)	EOF Instructor	EOFINST-603048	Jose M. Lowe
Jedediah	Palmer	English as a Second Language (ESL)	ESL Coordinator	PTCORDESLA F E	Alison Wakefield
Hannah	Allen	Enrollment Services	Enrollment Support Assistant	ENRSUP 200525	Wajia Zahur
Faizan	Aslam	Enrollment Services	Enrollment Support Assistant	ENRSUP-200525	Sabrina Bullock
Najwa	Essaki	Enrollment Services	Enrollment Support Assistant	ENRSUP 200525	Wajia Zahur
Manuel	Preciado	Financial Aid, NHC	Office Assistant	OFFAST-200520	Sylvia Mendoza
Rehab	Bensaid	Hudson Helps Resource Center	Career Closet Coordinator	CACLCO-603055	Katherine Morales
Stephanie	Pina	Human Resources	HR Administrator	HR Administrator	Anna Krupitskiy
Leymi	Abreu	Human Resources	Benefits Assistant	BENEFITSASST-253020	Anna Krupitskiy
Keane	Cadogan	Human Resources	HR Coordinator	HR Coordinator	Amaalah Ogburn

Anshuma	Jain	Human Resources	HR Administrator	HR Administrator	Anna Krupitskiy
Logan	Thomas	Human Resources	HR Coordinator	HR Coordinator	Amaalah Ogburn
Mohamed	Abdelkader	Information Technology Services	Instructional lab assistant	POSNID-253025	Diana Perez
Eva	Quezada	Nursing and Health Professions	Office Assistant	OFFAST-101016	Tess Wiggins
Ryisha	Heusner	Nursing and Health Professions	Office Assistant	OFFAST-101016	Tess Wiggins
Ebony	Cousar	Public Safety and Security	Office Assistant	OFFAST-253040	John Quigley
Analyne	Aponte	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Abdessamad	Belguebli	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Lisa	Camacho	Student Life and Leadership	Event Assistant	PTEVAST-701000	Veronica Gerosimo
Gauri	Gangaram	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Sharayah	Manwah	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Miranda	Martinez	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Neivi	Nunez	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Lisa Marie	Rivera	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Chrisitian	Rodriguez	Student Life and Leadership	Event Assistant	PTEVAST-701000	Veronica Gerosimo
Kayla	Sandomenico	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Sonny	Tungala	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Nelson	Tungala Jr.	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Cristal	Ventura	Student Life and Leadership	Peer Leader	PEERLEA-701000	Veronica Gerosimo
Natalia	Amin Montero	Student Services/Cass	PT Office Assistant	OFFAST-200510	Briana Casagrande
Jamia	Jones	Student Services/Cass	PT Office Assistant	OFFAST-200510	Andy Adler
Christine	Olukere	Testing and Assessment	Testing Assistant/Proctor	TASST-200530	Darlery Franco

**RECOMMENDATION:**

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

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

<b>First Name</b>	<b>Last Name</b>	<b>School/Office</b>
Nicole	Behman	Humanities and Social Sciences
Daniel	DeShong	Nursing and Health Professions
Nancy O'Connell	Gentile	Science, Technology, Engineering, and Mathematics
Thomas A.	Gentile	Science, Technology, Engineering, and Mathematics



Jamila	Hughley	Humanities and Social Sciences
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**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**

<b>Current Approved Title</b>	<b>New Title/Classification</b>	<b>Incumbent (If applicable)</b>	<b>Salary Grade and Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
College Lecturer, Criminal Justice	Associate Director, DEI Training	Richard Walker	Salary Grade From: 112 To: 115 No Change in Salary	June 16, 2024
Custodial Supervisor	N/A	Jose Acosta	Salary Grade From: 106 To: 110 Salary From: \$44,177.57 To: \$52, 037.79	June 16, 2024
Payroll Officer	Director	Zuany Chicas	Salary Grade From: 114 To: 117 Salary From: \$74,822.54 To: \$82,110.81	June 16, 2024
Maintenance Manager	N/A	Mark Murray	No Change in Grade Salary From: \$87,838.31 To: \$92, 838.31	June 16, 2024
Custodial Supervisor	N/A	Denzel Smith	Salary Grade From: 106 To: 110 Salary From: \$44,027.00 To: \$48, 219.77	June 16, 2024
Assistant Director, Testing	Associate Director, Testing	Guerly Jean-Baptiste	Salary Grade From: 113 To: 115 Salary From: \$59,747.05 To: \$73,532.82	June 16, 2024
Senior Assistant Director	N/A	Andy Adler	Salary From: \$57,397.53 To: \$65,677.87	June 16, 2024
Senior Assistant Director	N/A	Brianna Casagrande	Salary From: \$55,923.20 To: \$62,321.48	June 16, 2024
Academic Counselor	N/A	Josh Mariscal	Salary From: \$55,476.61 To: \$57,828.79	June 16, 2024

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

**10.      RESOLUTION TO AMEND SEX NON-DISCRIMINATION AND TITLE IX POLICY AND LACTATION POLICY, AND APPROVE DEMONSTRATION AND PROTEST POLICY**

**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 the amendment of the Sex Non-Discrimination and Title IX Policy, and Lactation Policy; and Approval of the Demonstration and Protest Policy; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the amendment and approval of the above policies.

**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.

**11. Resolution Authorizing a 3% Increase in Base Salary for Confidential and Part-time Employees**

**WHEREAS**, Hudson County Community College ("College") employs Confidential and Part-time employees; and,

**WHEREAS**, Confidential and Part-time employees are not represented by any bargaining unit; and,

**WHEREAS**, the College is committed to taking steps to keep up with the cost of living through adjustment of wages and salaries; and,

**WHEREAS**, the College is committed to the retention of talented and qualified employees; and,

**WHEREAS**, the President, upon consultation with the Cabinet, recommends 3% salary increases for Confidential and Part-time employees; and,

**WHEREAS**, the increase will be effective July 1, 2024 for those Confidential and Part-time staff employed by the College on or before January 1, 2024; and,

**WHEREAS**, the Administration, Finance Committee, and Personnel Committee recommend these base salary adjustments;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve salary increases for Confidential staff consistent with their position placement on the Employee Compensation and Classification System as set forth in this resolution.

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

**12. RESOLUTION TO GRANT TRUSTEE EMERITUS HONORIFIC TITLE**

**WHEREAS**, the Board of Trustees ("Board") recognizes contributions of long-serving and distinguished Trustees for their service in public education in Hudson County and their active membership and contributions on the Hudson County Community College Board of Trustees; and,

**WHEREAS**, the following individuals served the College as Trustees and Board Officers with evidence of substantive contributions and distinguished service to the College for many years:

Name	Proposed Title
William Netchert	Trustee Emeritus
Bakari Lee	Trustee Emeritus

**WHEREAS**, the President, Administration, and Personnel Committee recommend granting Trustee Emeritus honorific title to the individuals noted in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees grant Trustee Emeritus honorific title to the individuals above.

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

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-12.**

1) Resignation; 2) Appointment of Full-time Staff; 3) Appointment of Temporary Full-time Faculty; 4) Appointment of Temporary Full-time Staff; 5) Reappointment of Tenure-track Full-time Faculty for Academic Year 2024-2025; 6) Reappointment of College Lecturers for Academic Year 2024-2025; 7) Authorization of Part-time Staff, as Needed; 8) Appointment of New Hire Adjunct Instructors; 9) Modifications to Staffing Table; 10) Resolution to Amend the Sex Non-discrimination and Title IX Policy and Lactation Policy, and Approve the Demonstration and Protest Policy; 11) Resolution Authorizing a 3% Increase in Base Salary for Confidential and Part-time Employees; and 12) Resolution to Grant Trustee Emeritus Honorific Title.

**INTRODUCED BY:**

Harold Stahl

**SECONDED BY:**

Edward DeFazio

**DATE:**

June 18, 2024

DeFazio, Edward

AYE

Doria, Joseph

ABSENT

Gardner, Pamela

AYE

Gargiulo, Frank

AYE

Gemma, Stacy

AYE

Kenny, Roberta

AYE

Lombardo, Vincent

AYE

Peña, Jeanette

AYE

Rodriguez, Silvia

AYE

Stahl, Harold

AYE

9 Aye 0 Nay

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

Alexa Riano  
Signature of Recorder

06/18/2024  
Date

## ***Supporting Documents***

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

*June 18, 2024*

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS**

**1. Resolution Authorizing an Addendum to the Existing Agreement Between Hudson County Community College (HCCC) and New Jersey Reentry Corporation (NJRC) for the Delivery of the Summer Training Institute**

**WHEREAS**, Hudson County Community College (“College”) seeks to provide high-quality educational opportunities that promote student success and upward social and economic mobility; and,

**WHEREAS**, the College, and New Jersey Reentry Corporation (“NJRC”; collectively, the Parties (“Parties”)), entered into an agreement (“Agreement”) dated January 1, 2022, through which the College provides academic programs and workforce training to NJRC clients; and,

**WHEREAS**, the Parties seek to amend the Agreement to terms and conditions related to the Parties’ delivery of a Summer Training Institute; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorize the amendment of the Agreement between Hudson County Community College and New Jersey Reentry Corporation, effective upon approval.

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

**2. Resolution Authorizing a Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Rising Tide Capital**

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

**WHEREAS**, the College desires to enter into a Memorandum of Understanding (“MOU”) with Rising Tide Capital whereby students who successfully complete Rising Tide Capital’s Community Business Academy and subsequently enroll at HCCC pursuant to the terms of the MOU will be able to receive up to 6 credits (HMT-111 and BUS-103) in the field of entrepreneurship; and,

**WHEREAS**, this MOU will remain in effect for the term cited 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 authorization of the MOU between Hudson County Community College and Rising Tide Capital;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Memorandum of Understanding between Hudson County Community College and Rising Tide Capital, retroactive to June 12, 2024.

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

**3. Resolution Authorizing an Affiliation Agreement Between Hudson County Community College (HCCC) and Iron Culture for Internship Experiences in HCCC's Personal Fitness Training and Exercise Science Programs**

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

**WHEREAS**, the Programs include an internship experience; and,

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

**WHEREAS**, Iron Culture 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 Iron Culture whereby students enrolled in the Programs will be able to complete internship experiences; and,

**WHEREAS**, this Agreement will remain in effect for the term cited 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 authorization of the Affiliation Agreement between Hudson County Community College and Iron Culture;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Affiliation Agreement between Hudson County Community College and Iron Culture, retroactive to May 20, 2024.

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

**4. Resolution Authorizing an Affiliation Agreement Between Hudson County Community College (HCCC) and Fitness Factory for Internship Experiences in HCCC's Personal Fitness Training and Exercise Science Programs**

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

**WHEREAS**, the Programs include an internship experience; and,

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

**WHEREAS**, Fitness Factory 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 Fitness Factory whereby students enrolled in the Programs will be able to complete internship experiences; and,

**WHEREAS**, this Agreement will remain in effect for the term cited 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 authorization of the Affiliation Agreement between Hudson County Community College and Fitness Factory;

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

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

**5. Resolution Authorizing Continuing Partnerships Between Hudson County Community College (HCCC) and Hudson County High Schools for the Delivery of Credit Course Instruction for Academic Year 2024-25**

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

**WHEREAS**, the College offers high school students in Hudson County the opportunity to enroll in credit-bearing college classes through the Early College Program, and the College has agreements with public school districts, charter schools, and private schools in Hudson County to deliver instruction in selected credit courses for high school students on either of the HCCC campuses or at high school sites; and,

**WHEREAS**, the College seeks to continue to deliver the Early College Program to Hudson County high school students in Academic Year 2024-25; and,

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the authorization of continuing partnerships with Hudson County High Schools for the delivery of credit course instruction for Academic Year 2024-25;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize continuing partnerships with Hudson County High Schools for the delivery of credit course instruction for Academic Year 2024-25.

**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 1-5:**

1) Resolution Authorizing an Addendum to the Existing Agreement Between Hudson County Community College (HCCC) and New Jersey Reentry Corporation (NJRC) for the Delivery of the Summer Training Institute; 2) Resolution Authorizing a Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Rising Tide Capital; 3) Resolution Authorizing an Affiliation Agreement Between Hudson County Community College (HCCC) and Iron Culture for Internship Experiences in HCCC's Personal Fitness Training and Exercise Science Programs; 4) Resolution Authorizing an Affiliation Agreement Between Hudson County Community College (HCCC) and Fitness Factory for Internship Experiences in HCCC's Personal Fitness Training and Exercise Science Programs; and, 5) Resolution Authorizing Continuing Partnerships Between Hudson County Community College (HCCC) and Hudson County High Schools for the Delivery of Credit Course Instruction for Academic Year 2024-25.

**INTRODUCED BY:**

Pamela Gardner

**SECONDED BY:**

Silvia Rodriguez

**DATE:**

June 18, 2024

DeFazio, Edward

AYE

Doria, Joseph

ABSENT

Gardner, Pamela

AYE

Gargiulo, Frank

AYE

Gemma, Stacy

AYE

Kenny, Roberta

AYE

Lombardo, Vincent

AYE

Peña, Jeanette

AYE

Rodriguez, Silvia

AYE

Stahl, Harold

AYE

9 Aye 0 Nay

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

Alexa Riano  
Signature of Recorder

06/18/2024  
Date



## ***Supporting Documents***

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

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

***June 18, 2024***

**X. NEW BUSINESS**

***None***

**HUDSON COUNTY COMMUNITY COLLEGE**

**BOARD OF TRUSTEES MEETING**

**June 18, 2024**

**XI. ADJOURNMENT**

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the June 18, 2024 meeting of the Hudson County Community College Board of Trustees be adjourned at 6:17 P.M.

**INTRODUCED BY:** Harold Stahl

**SECONDED BY:** Pamela Gardner

**DATE:** June 18, 2024

DeFazio, Edward	<u>AYE</u>
Doria, Joseph	<u>ABSENT</u>
Gardner, Pamela	<u>AYE</u>
Gargiulo, Frank	<u>AYE</u>
Gemma, Stacy	<u>AYE</u>
Kenny, Roberta	<u>AYE</u>
Lombardo, Vincent	<u>AYE</u>
Peña, Jeanette	<u>AYE</u>
Rodriguez, Silvia	<u>AYE</u>
Stahl, Harold	<u>AYE</u>

9 Aye 0 Nay

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

Alexa Riano  
Signature of Recorder

06/18/2024  
Date

**Agreement Between  
Hudson County Community College  
and  
New Jersey Reentry Corporation  
June 11, 2024 – February 11, 2025  
Addendum  
Summer Institute Year 2**

This Agreement, effective as of June 11, 2024, is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the New Jersey Reentry Corporation (NJRC) headquartered at 591 Summit Avenue, 6<sup>th</sup> Floor, Jersey City, NJ 07306, and operating the Governor’s Reentry Training & Employment Center, located at 195 Campus Drive Kearny, New Jersey 07032. (HCCC and NJRC are each individually a “party” and collectively “parties”)

In consideration of the mutual promises and covenants set forth herein, and intending to be bound thereby, the parties agree as follows:

**Description – Summer Institute Year 1**

This innovative program will provide 230 court-involved young adults, ages 18-25, with comprehensive job training and industry-recognized credentials that will ready them for a variety of in-demand and family-sustaining careers. Participants will have the opportunity to take courses on general construction and forklift operation while earning OSHA 30 certification. Participants can also take a culinary course, , and courses on Phlebotomy and Pharmacy Technician training, CPR, and becoming a Peer Recovery Specialist (a professional who has successfully completed the recovery process and now helps others going through the same process). Additionally, they can learn Microsoft Basics . To the extent that NJ Pathways approves and funding is available, alternate training programs can be offered, with agreement by both HCCC and NJRC.

HCCC will evaluate the training programs to determine if credit can be articulated towards an academic certificate or degree.

**Partnership Activity: Administer Funds from NJ Pathways for the Summer Institute**

**I. Purpose and Goals**

The primary objective of the Agreement for the Partnership Activity is to establish a partnership between the Hudson County Community College (HCCC) School of Continuing Education and Workforce Development (CEWD) and the New Jersey Reentry Corporation (NJRC) whereby HCCC CEWD will be the administrative lead for the NJ Pathways funding for the Summer Institute as well as deliver Certified Phlebotomy Technician training, Certified Pharmacy Technician and Computer Basics training, as per previous agreements.

**II. Institutional Responsibilities**

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

**New Jersey Reentry Corporation (NJRC)**

- a) NJRC will provide information required to comply with monthly reporting for NJ Pathways and any additional requests for information.
- b) NJRC agrees to provide classrooms for training onsite at the Training and Employment Center for the Summer Institute, provided by Safety4Safety, Solar One, Mainstream Recovery, and the Camden Dream Center.
- c) HCCC will provide Certified Phlebotomy and Pharmacy Training and Computer Basics at a mutually determined location.
- d) NJRC agrees to recruitment of clients for all training classes and notification of clients to assure that members are in attendance at the assigned times.
- e) NJRC agrees to allow HCCC the right to interview clients prior to enrollment and make the final decision on registration in consultation with NJRC.
- f) NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
- g) NJRC agrees to obtain required documentation for NJ Pathways or other grant documentation requirements.
- h) NJRC agrees to provide HCCC with the curriculum for each of the training classes included in the Summer Institute for the purposes of determining if credit can be articulated.
- i) NJRC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and anyone taking classes. NJRC agrees to defend, indemnify and hold HCCC harmless from any and all third-party claims brought against, HCCC, its employees, administrators, trustees, agents, and representatives, to the extent caused by the negligent acts of NJRC, its members and anyone taking classes.

### **Hudson County Community College, Continuing Education and Workforce Development (HCCC)**

- a) HCCC agrees to consult with NJRC regarding training course schedules.
- b) HCCC will provide classroom-based instruction in Certified Phlebotomy and Pharmacy Technician and Computer Basics.
- c) HCCC will hold the training classes at a mutually determined location.
- d) HCCC will develop and/or provide curricula for each HCCC led training class requested.
- e) HCCC will record and maintain student attendance for HCCC led courses.
- f) HCCC will provide final evaluations and certificate of completion for those who successfully complete HCCC led programs.
- g) HCCC will evaluate curriculum of training classes in the Summer Institute to determine if credit can be articulated.
- h) HCCC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and staff conducting the classes. HCCC agrees to defend, indemnify, and hold NJRC harmless from any and all third-party claims brought against, NJRC, its employees, administrators, directors, trustees, agents, and representatives, to the extent caused by the negligent acts of HCCC, its members and staff conducting the classes in performing its responsibilities under this Agreement.

### **III. Contingency**

This Agreement is contingent upon HCCC's receipt of the NJ Pathways funding.

### **IV. Payment**

- a. The budget for the Summer Institute has been submitted for approval (see Attachment 1).

- b. HCCC CEWD and NJRC will work collaboratively to use the available funding stream to cover the cost of training and instruction provided by NJ Pathways where possible.
- c. In the event that a student cannot secure funding to enroll in a course, such student will not be permitted to enroll in the course and/or will be dropped from enrollment in the course, as applicable.
- d. NJRC is responsible for the payment of tuition for courses where HCCC is the training provider, under this agreement. Fees and/or costs for any training program will be determined in advance of the course..
- e. HCCC shall be responsible for payment to NJRC through the NJ Pathways funding for NJRC invoices to HCCC received in accordance with Attachment 1 under this agreement.

### **Shared Responsibilities of Parties**

- 1. HCCC and NJRC will work collaboratively to support and effectively administer this agreement in the best interest of the students.
- 2. HCCC and NJRC will regularly communicate regarding changes in program requirements and any other relevant issues and / or concerns.
- 3. HCCC and NJRC agree to promote this Agreement in appropriate publications and at recruitment and outreach activities.
- 4. NJRC agrees to distribute information provided by HCCC to its clients regarding the educational offerings provided by HCCC.
- 5. To the extent allowable by applicable law, except as may be set forth elsewhere in this Agreement, each institution hereby assumes all risks of personal injury, property damage, and third-party claims attributable to the negligent acts or omissions of that institution and the officers, employees, agents and clients thereof.
- 6. NJRC agrees to provide office space for an on-site HCCC representative at the Training and Employment Center to meet with students.
- 7. The parties agree that HCCC's code of conduct shall be applicable to the courses and instruction offered directly by HCCC under this Agreement as if said code of conduct was developed and implemented for this Agreement, and that HCCC shall be entitled to enforce same against any student who violates the code of conduct, including the removal of any student that violated the code of student conduct.

### **I. Dispute Resolution**

Any and all claims, disputes, or other matters in question between HCCC and the NJRC arising out of or relating to this Agreement, the services provided thereunder, or the alleged breach thereof, exclusively shall be subject to and determined by the Superior Court of New Jersey venued in Hudson County, New Jersey.

### **II. Governing Law**

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws provisions therein.

### **III. Assignment**

The rights of HCCC or the NJRC under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties

under this Agreement, whether voluntarily, involuntarily, or by operation of law, without the prior written consent of the other party to this Agreement.

#### **IV. Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally (or receipt refused), by courier services (such as Federal Express) or certified mail, return receipt requested, addressed to each party as follows:

As to NJRC:

NJRC

195 Campus Drive

Kearny, New Jersey 07032

Attention: Michael Hayek, Director, Governor's Training and Employment Center

cc: Rahat A. Chatha, General Counsel

New Jersey Reentry Corporation

591 Summit Avenue, Suite 605B

Jersey City, NJ 07306

As to the College:

Hudson County Community College

26 Journal Square

Jersey City, New Jersey 07306

Attention: Jeff Roberson, Director of Contracts and Procurement

#### **V. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative.

#### **VI. Agreement Review**

The term of this Agreement shall be for eight months, from June 11, 2024 through February 11, 2025. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

Representatives of HCCC and representatives of NJRC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean, the Chief Academic Officer, and the President.

This agreement represents the entire agreement between HCCC and NJRC through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party. All classes then in effect as of the date of termination will be allowed to continue and such termination shall take effect at the end of such classes.

**VII. General Provisions:**

- a.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.
- e. The parties may execute this agreement in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

**X. Signatures**

New Jersey Reentry Corporation

Hudson County Community College

By: \_\_\_\_\_  
 Governor James McGreevey, Chairman

By: \_\_\_\_\_  
 Dr. Christopher M. Reber, President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date





**ARTICULATION AGREEMENT**  
**BETWEEN**  
**HUDSON COUNTY COMMUNITY COLLEGE**  
**&**  
**RISING TIDE CAPITAL**

## ARTICULATION AGREEMENT

### HUDSON COUNTY COMMUNITY COLLEGE

This Agreement is entered into between the Hudson County Community College (“HCCC” or “College”) and Rising Tide Capital (RTC).

Intending to be bound thereby, HCCC and RTC agree as follows:

#### **I. Purpose and Goals**

The primary objective of this Agreement is to provide articulation with Rising Tide Capital (RTC) and Hudson County Community College (the "College" or “HCCC”), granting College credits for demonstrated academic proficiency in the field of entrepreneurship for students who complete the Rising Tide Capital (“RTC”) Community Business Academy (“CBA”) program and subsequently enroll at HCCC and comply with the requirements of this Agreement.

- (a) Subject to the process and procedures set forth below, students who have successfully completed the RTC CBA program are eligible to receive HCCC credits for the following course and credit amounts:

Introduction to Entrepreneurship	HMT 111	3 credits or
Introduction to Business	BUS 103	3 credits

- (b) Students may also receive credit for additional courses through a form of prior learning assessment (e.g., submitting a work life portfolio, taking a CLEP exam). Receipt of any credits contemplated by this paragraph (1 (b)) shall be subject to HCCC’s policies and procedures. HCCC provides no guarantees that students seeking credit through a form of prior learning assessment shall receive any College credits.

The Community Business Academy includes 52 hours of instruction. The training is led by industry experts and includes hands-on training exercises to deliver a well-rounded and relevant education to all students. The following is a summary of the CBA syllabus.

**(Include summary of the syllabus here)**

The instructional modality can be in-person, virtual or hybrid.

It is anticipated that the College credits awarded by this Agreement will inform and encourage graduates of the RTC CBA program to pursue the educational and career

## ARTICULATION AGREEMENT

### HUDSON COUNTY COMMUNITY COLLEGE

advancement opportunities which include additional industry recognized credentials and matriculation at the College for the successful completion of their degree requirements.

#### **(c) The Transfer Articulation Application Process and Procedures**

1. Subject to adherence to the criteria and procedures listed herein, students who **successfully complete** the RTC CBA program will be awarded three (3) credits at the College as part of the AS Business Administration program.
2. To receive the three (3) credits at the College described in paragraph 1 (a) students must: (a) be admitted to the College, (b) be matriculated in the College's Business Administration program, and (c) present to the Registrar a "Certificate of Completion", indicating completion of the RTC CBA program.
3. To receive the three (3) credits at the College described in paragraph 1 (a), students must also be admitted to the College within five (5) years of their completion of the RTC CBA program.
4. The three (3) credits identified in paragraph 1 (a) will be reflected on the College transcript as "Credit by Examination", in the same manner as credits obtained through other external standardized examinations, such as the College Level Examination Program (CLEP), and such credits will not be counted in computing a student's Grade Point Average (G.P.A.).
5. The policies reflected in, and any credits earned by Community Business Academy under this Agreement, shall apply only to the College's records. In the case of transfer to another institution of higher education, the acceptance of all credits awarded by HCCC based upon the requirements of this Agreement will be in accordance with the prevailing policies of the receiving institution.
6. Transfer of credits earned at other institutions of higher education, by examination, or other assessment of prior learning shall adhere and be subject to HCCC's Transfer Policy applicable to credits earned at other institutions.
7. No tuition or fees will be charged to any student for the credits earned by articulation pursuant to this Agreement. Notwithstanding same, tuition and any associated fees will be charged for courses taken at HCCC.
8. Appropriate members of the faculty of the College and representatives of RTC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean and Chief Academic Officer. The parties may agree to amend this agreement as a result of any such meeting.

#### **(d) Institutional Responsibilities**

**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

RTC and the College agree to promote the Articulation Program in appropriate publications and at recruitment and outreach activities.

1. RTC and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. RTC and the College agree to acknowledge and recognize the articulation programs on each institution's website and via other marketing and publicity methods.
2. RTC and the College agree to promptly communicate with each other any future curriculum changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

**(e) Agreement Review**

1. RTC and the College will notify one another of curricular changes upon institutional approval. This Agreement will continue in effect and will be automatically renewed from academic year to academic year, for up to three academic years, although either RTC or HCCC may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College. After the initial three (3) year term, the agreement may only be renewed by a separate writing agreed upon by the parties.
2. This Agreement shall be reviewed and modified, as needed, every three years by officials at RTC and HCCC.
3. This agreement represents the entire agreement between RTC and the College through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.
4. The parties agree to comply with all laws regarding the confidentiality of student personally identifiable information.

**(f) Choice of Law/Venue**

1. This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services

**ARTICULATION AGREEMENT****HUDSON COUNTY COMMUNITY COLLEGE**

provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

**(g) Term**

1. Upon execution by the parties, this Agreement will be effective as of June 12, 2024.

**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

**(h) Approvals**

**Rising Tide Capital**

**Hudson County Community  
College**

\_\_\_\_\_  
**CEO**  
**Rising Tide Capital**

\_\_\_\_\_  
**President**  
**Hudson County Community College**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Vice President of Academic Affairs**  
**Hudson County Community College**

\_\_\_\_\_  
**Date**

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_IRON CULTURE\_\_**

Agreement, effective May \_20th\_, 2024 by and between Hudson County Community College ("College"), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Iron Culture (Agency)  
7700 River Rd  
North Bergen, NJ 07047**

1. **TERM**

This contract shall be for a period of three years commencing May \_20th\_, 2024 and continuing until July \_31st\_, 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 or amendment of this Agreement by 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.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably 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. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation 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 Agency. 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. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. 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. In the event of such conflict, the parties shall meet in an attempt to resolve same.

### 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 and patient 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 Agency.
- 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 statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their 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. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, 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 direct 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 acts or omissions of the Agency.

The Agency 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 direct 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 acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

Agency 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 Consumer Affairs 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 subject to the exclusive jurisdiction of 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:

\_\_\_\_\_  
Dave Hancock, General Manager  
Iron Culture

\_\_\_\_\_  
Date

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_FITNESS FACTORY\_\_**

Agreement, effective June \_\_1st\_\_, 2024 by and between Hudson County Community College ("College"), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Fitness Factory (Agency)  
6209 Bergenline Ave.  
West New York, NJ 07093**

1. **TERM**

This contract shall be for a period of three years commencing June \_\_1st\_\_, 2024 and continuing until May \_\_31st\_\_, 2027 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 or amendment of this Agreement by 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.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably 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. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation 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 Agency. 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. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. 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. In the event of such conflict, the parties shall meet in an attempt to resolve same.

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 and patient 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 Agency.
- 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 statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their 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. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, 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 direct 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 acts or omissions of the Agency.

The Agency 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 direct 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 acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

Agency 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 subject to the exclusive jurisdiction of 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:

\_\_\_\_\_  
Jonathan O'Donnell, Owner  
Fitness Factory

\_\_\_\_\_  
Date



**New and On-Going Partnerships with Hudson County High Schools for the  
Delivery of Credit Course Instruction for Academic Year 2024-2025  
Under the Early College Program.**

Hudson County Community College (HCCC) proposes agreements with school districts, charter, and private schools in Hudson County for the delivery of instruction in selected credit courses and degree programs for high school students on the HCCC or high school campuses. Individual high school students who live in, or attend school in, Hudson County are eligible to enroll in up to a total of 36 credits prior to high school graduation at a reduced tuition rate and receive college credit upon successful completion of courses. Agreements with Bayonne High School, Kearny High School, Hoboken High School, and schools within the Hudson County Schools of Technology and Jersey City Public School District will continue to allow students to exceed 36 credits to obtain an Associate Degree. Students have access to HCCC's academic advising program, tutoring services, library resources and computer laboratories. In order to participate in the Early College Program, students must successfully complete one of the mechanisms for college placement for required prerequisite courses and must have the approval of their parents/guardians and guidance counselors.

The tuition for the Early College Program will be determined on an annual basis by agreement with the individual school districts, charter, or private schools, and based on the type of selected course(s), instructor(s), and location. For the 2024-2025 academic year (Fall/Spring/Summer I/Summer II) the majority of course offerings will carry a tuition rate of \$80.60 per credit, and will be applied for classes taught by HCCC faculty.

Differentiated tuition per credit will be applied for courses taught on the high school campus by the high school faculty during the day (\$40.30) or where HCCC provides the instructor (\$80.60). The College will waive all general HCCC fees with the exception of course-specific fees. HCCC will not bill students directly for tuition, unless the school district identifies the students as self-paying students. Any required transportation or textbook will be provided by the high school or student.

**A. Bayonne Board of Education (Bayonne High School)**

Bayonne Board of Education has partnered with Hudson County Community College (HCCC) to provide an Associate Degree in Liberal Arts to students selected by Bayonne High School. The agreement began in Academic Year 2020-2021, and the 4th cohort will begin this year. The instruction will be performed by either HCCC faculty on the Hudson County Community College campus or HCCC-approved High School faculty on the high school campus through at least the 2027-2028 academic year. The high school had its first cohort receiving an Associate Degree in Liberal Arts General Studies in May, 2024 and will start its fifth degree-seeking cohort this academic year.

**B. Bergen County Technical Schools**

After a hiatus, Hudson County Community College and the Bergen County Technical Schools (BCTS) have once again entered into an articulation agreement that will permit graduates of the BCTS Culinary

Program who matriculate at HCCC will have the opportunity to transfer up to 9 credits towards their Associate Degree.

### **C. Cranford Board of Education (Cranford High School)**

HCCC entered into a new partnership with the Cranford Board of Education to offer dual credit opportunities in Culinary Arts and Biology for students at Cranford High School in the 2023-2024 academic year. Students will continue to have the opportunity to take CAI-117 (Production Kitchen Skills I), CAI-118 (Pantry and Breakfast Cookery), and BIO-201 (Practical Nutrition) as part of their high school curriculum.

### **D. Harrison Board of Education (Harrison High School)**

Since 2014, the inaugural year of Early College's partnership with Harrison High School, over 150 students have been served and supported. Harrison High School will continue their partnership for the sixth year and will be selecting seniors who are college ready to take Psychology, Sociology, Speech, Political Science, and Precalculus, at the Journal Square Campus of Hudson County Community College taught by HCCC faculty. Our partnership includes a two-year culinary program in which students will earn 10 credits towards in Culinary and Hospitality. The program starts in the junior year and ends their senior year. The courses, in sequential order, are HMT-110 (Introduction to the Hospitality Industry), CAI-115 (Food Sanitation & Culinary Principles), CAI-119 (Bakeshop I), CAI-118 (Pantry and Breakfast Cookery), and CAI-117 (Production Kitchen Skills I). Students in the graduating class of 2018 were part of the first senior class at Harrison to complete the program and receive a certificate of completion on May 11, 2018.

### **E. Hoboken Charter School**

Hoboken Charter School continues to sponsor select students to take courses at Hudson County Community College. This is the sixth year students will enroll in courses.

### **F. Hudson County Schools of Technology (High Tech and County Prep High Schools)**

For the first time in the 2023-2024 academic year, all incoming students at both High Tech and County Prep high schools are now eligible to earn an Associate Degree through dual enrollment pathways. The program started with select cohorts at High Tech, but has now been expanded to all students attending both high schools. There are currently 150 students following the pathway to possibly earning an Associate Degree in Science and Mathematics.

Also, 2023-2024, additional dual enrollment pathways in Computer Science, Culinary Arts, Personal Fitness Training, and Wood Technology were all approved.

In 2024-2025, students from County Prep will also once again be able to take select courses from the Associate of Applied Science in Early Childhood Education. The students will have the opportunity to earn 11 CDP credits, which will permit them to sit for the Childcare Development Associate (CDA) license upon high school graduation.

Students will continue to have the opportunity to take Intro to Psychology and College Algebra after school in both the fall and spring semesters. These courses are taught by County Prep teachers who are also college adjunct instructors.

#### **G. Jersey City Board of Education (Jersey City Public High Schools)**

For the past nine years, HCCC and Jersey City Board of Education (JCBOE) have collaborated to offer college level courses to high school students from the Jersey City Public Schools. In the 2021-2022 academic year, JCBOE celebrated their second group of students earning an Associate Degree upon graduation. During the 2024-2025 academic year, Dickinson, Ferris, Lincoln, and Innovation High Schools have students pursuing degrees through a variety of dual enrollment pathways. The pathways involve a combination of dual enrollment courses as well as courses taught by HCCC instructors.

Also continuing into the 2024-2025 academic year, up to 32 students from Lincoln High School will enroll in 10 total credits in Culinary Arts. The classes will be taught by HCCC faculty for 12 Fridays in both the fall and spring semesters. Students will earn seven college credits upon successful completion of the program.

#### **H. Kearny Board of Education (Kearny High School)**

Beginning in the 2021-2022 academic year, the College began a new partnership with KHS that allows up to 25 students to earn an Associate of Arts in Liberal Arts General upon high school graduation through a combination of dual enrollment classes at the high school and courses taken after school taught by HCCC faculty. This agreement enters its fourth year with a new 9<sup>th</sup> grade cohort participating and will see KHS graduating their first cohort of Associate Degree completers.

#### **I. Marion P Thomas Charter School**

HCCC will enter the fourth year of its partnership with the Marion P. Thomas Charter School, located in Newark, to provide dual enrollment instruction in Culinary Arts at the high school's campus. The agreement includes two classes, CAI-117 (Production Kitchen Skills I) and CAI-119 (Bakeshop I) being offered as dual instruction in the Spring 2025 semester. Discussions are ongoing regarding expanding the partnership to include students attending Culinary classes on the HCCC Journal Square Campus.

#### **J. Newark Board of Education**

HCCC began a new partnership with the Newark Board of Education to offer dual credit opportunities in Culinary Arts for students in the Newark Public Schools in the 2022-2023 academic year. The program continues into 2024-2025, with students in the Newark Public Schools having the opportunity to take CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery) as part of their high school curriculum.

#### **K. North Bergen Board of Education (North Bergen High School)**

HCCC and North Bergen High School (NBHS) will continue to collaborate for 2023-2024 academic year. Students will enroll in various dual enrollment courses in the areas of Social Science, Mathematics, Accounting, and Computer Science. All classes that are offered at the high school are taught by HCCC-approved high school instructors. Courses will be offered for a full academic year, following the high school calendar.

#### **L. Orange Public School District (Orange High School)**

HCCC and Orange High School are entering year 3 of a dual enrollment partnership in Culinary Arts. The partnership allows up to 50 students to take CAI-115 (Food Sanitation and Culinary Principles) through a dual enrollment agreement, with an approved high school instructor teaching the course on the high school campus.

#### **M. Rising Star Academy (RSA)**

Rising Star Academy, a private school located in Union City, established a partnership with HCCC in 2011 to provide a diverse selection of courses for the high school students. Approximately 20 students are selected each year to take 6-18 college credits in a combination of dual enrollment classes and those taught at the North Hudson Campus. RSA allows students in 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades to participate in the program. In the 2024-2025 academic year, the partnership will include sections of CSC-100 (Intro to Computers and Computing), CSC-111 (Computer Science I), BIO-107 (Human Biology), CHP-111 (College Chemistry), MAT-110 (Precalculus), and ENG-112 (Speech).

#### **N. Union City Board of Education (Union City High School)**

HCCC and the Union City Board of Education have collaborated for 10 years to offer college-level courses for their high school students. In the 2024-2025 academic year, courses will be offered to students from Union City High School (UCHS) at the high school. The partnership includes allowing 11 high school students to take courses in the Culinary Arts Program. The courses are CAI-115 (Food Sanitation and Culinary Principles), CAI-118 (Pantry and Breakfast Cookery), and CAI-119 (Bakeshop I). Classes are taught by HCCC faculty on the HCCC campus for 12 Fridays in both the Fall and Spring Semesters. Students earn seven (7) college credits upon successful completion of the program. In the 2024-2025 academic year, students funded through a Perkins Grant will enroll in 11 credits, which will qualify them to sit for the examination to earn the Childcare Development Associate (CDA) license upon high school graduation.

#### **O. West New York Board of Education (Memorial High School)**

Continuing our partnership for the ninth year, students at Memorial High School are able to enroll in MAT-111 (Calculus), and ENG-101 (College Composition I), all of which are to be offered at the high school and taught by HCCC approved high school instructors. Placement is determined according to College placement requirements.

## **P. West Orange Board of Education**

A partnership began with the West Orange Board of Education in the 2020-2021 academic year to offer seven credits in Culinary Arts through a dual enrollment agreement in CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery). High school instructors approved by the Dean of Business, Culinary Arts and Hospitality Management teach the classes. The program will continue for its fourth year in the 2024-2025 academic year.

### **INVENTORY OF SCHOOL DISTRICTS:**

Separate agreements have been executed with the following school districts:

1. Bergen County Technical Schools
2. Bayonne Board of Education – Bayonne High School
3. Cranford Board of Education – Cranford High School
4. Harrison Board of Education – Harrison High School
5. Hoboken Charter School
6. Hudson County Schools of Technology Board of Education
  - a. County Prep High School
  - b. High Tech High School
7. Jersey City Board of Education
  - a. William L. Dickinson High School
  - b. Henry Snyder High School
  - c. James J. Ferris High School
  - d. Liberty High School
  - e. Innovation High School
  - f. McNair Academy
  - g. Lincoln High School
8. Kearny Board of Education – Kearny High School
9. Marion P Thomas Charter School
10. Newark Board of Education
11. North Bergen Board of Education – North Bergen High School
12. Orange Public School District – Orange High School
13. Rising Star Academy
14. Union City Board of Education
  - a. Jose Marti STEM Academy
  - b. Union City High School
15. West New York Board of Education – Memorial High School
16. West Orange Board of Education – West Orange High School

**Agreement Between  
Hudson County Community College  
and  
New Jersey Reentry Corporation  
June 11, 2024 – February 11, 2025  
Addendum  
Summer Institute Year 2**

This Agreement, effective as of June 11, 2024, is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the New Jersey Reentry Corporation (NJRC) headquartered at 591 Summit Avenue, 6<sup>th</sup> Floor, Jersey City, NJ 07306, and operating the Governor’s Reentry Training & Employment Center, located at 195 Campus Drive Kearny, New Jersey 07032. (HCCC and NJRC are each individually a “party” and collectively “parties”)

In consideration of the mutual promises and covenants set forth herein, and intending to be bound thereby, the parties agree as follows:

**Description – Summer Institute Year 1**

This innovative program will provide 230 court-involved young adults, ages 18-25, with comprehensive job training and industry-recognized credentials that will ready them for a variety of in-demand and family-sustaining careers. Participants will have the opportunity to take courses on general construction and forklift operation while earning OSHA 30 certification. Participants can also take a culinary course, , and courses on Phlebotomy and Pharmacy Technician training, CPR, and becoming a Peer Recovery Specialist (a professional who has successfully completed the recovery process and now helps others going through the same process). Additionally, they can learn Microsoft Basics . To the extent that NJ Pathways approves and funding is available, alternate training programs can be offered, with agreement by both HCCC and NJRC.

HCCC will evaluate the training programs to determine if credit can be articulated towards an academic certificate or degree.

**Partnership Activity: Administer Funds from NJ Pathways for the Summer Institute**

**I. Purpose and Goals**

The primary objective of the Agreement for the Partnership Activity is to establish a partnership between the Hudson County Community College (HCCC) School of Continuing Education and Workforce Development (CEWD) and the New Jersey Reentry Corporation (NJRC) whereby HCCC CEWD will be the administrative lead for the NJ Pathways funding for the Summer Institute as well as deliver Certified Phlebotomy Technician training, Certified Pharmacy Technician and Computer Basics training, as per previous agreements.

**II. Institutional Responsibilities**

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

**New Jersey Reentry Corporation (NJRC)**

- a) NJRC will provide information required to comply with monthly reporting for NJ Pathways and any additional requests for information.
- b) NJRC agrees to provide classrooms for training onsite at the Training and Employment Center for the Summer Institute, provided by Safety4Safety, Solar One, Mainstream Recovery, and the Camden Dream Center.
- c) HCCC will provide Certified Phlebotomy and Pharmacy Training and Computer Basics at a mutually determined location.
- d) NJRC agrees to recruitment of clients for all training classes and notification of clients to assure that members are in attendance at the assigned times.
- e) NJRC agrees to allow HCCC the right to interview clients prior to enrollment and make the final decision on registration in consultation with NJRC.
- f) NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
- g) NJRC agrees to obtain required documentation for NJ Pathways or other grant documentation requirements.
- h) NJRC agrees to provide HCCC with the curriculum for each of the training classes included in the Summer Institute for the purposes of determining if credit can be articulated.
- i) NJRC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and anyone taking classes. NJRC agrees to defend, indemnify and hold HCCC harmless from any and all third-party claims brought against, HCCC, its employees, administrators, trustees, agents, and representatives, to the extent caused by the negligent acts of NJRC, its members and anyone taking classes.

### **Hudson County Community College, Continuing Education and Workforce Development (HCCC)**

- a) HCCC agrees to consult with NJRC regarding training course schedules.
- b) HCCC will provide classroom-based instruction in Certified Phlebotomy and Pharmacy Technician and Computer Basics.
- c) HCCC will hold the training classes at a mutually determined location.
- d) HCCC will develop and/or provide curricula for each HCCC led training class requested.
- e) HCCC will record and maintain student attendance for HCCC led courses.
- f) HCCC will provide final evaluations and certificate of completion for those who successfully complete HCCC led programs.
- g) HCCC will evaluate curriculum of training classes in the Summer Institute to determine if credit can be articulated.
- h) HCCC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and staff conducting the classes. HCCC agrees to defend, indemnify, and hold NJRC harmless from any and all third-party claims brought against, NJRC, its employees, administrators, directors, trustees, agents, and representatives, to the extent caused by the negligent acts of HCCC, its members and staff conducting the classes in performing its responsibilities under this Agreement.

### **III. Contingency**

This Agreement is contingent upon HCCC's receipt of the NJ Pathways funding.

### **IV. Payment**

- a. The budget for the Summer Institute has been submitted for approval (see Attachment 1).

- b. HCCC CEWD and NJRC will work collaboratively to use the available funding stream to cover the cost of training and instruction provided by NJ Pathways where possible.
- c. In the event that a student cannot secure funding to enroll in a course, such student will not be permitted to enroll in the course and/or will be dropped from enrollment in the course, as applicable.
- d. NJRC is responsible for the payment of tuition for courses where HCCC is the training provider, under this agreement. Fees and/or costs for any training program will be determined in advance of the course..
- e. HCCC shall be responsible for payment to NJRC through the NJ Pathways funding for NJRC invoices to HCCC received in accordance with Attachment 1 under this agreement.

### **Shared Responsibilities of Parties**

- 1. HCCC and NJRC will work collaboratively to support and effectively administer this agreement in the best interest of the students.
- 2. HCCC and NJRC will regularly communicate regarding changes in program requirements and any other relevant issues and / or concerns.
- 3. HCCC and NJRC agree to promote this Agreement in appropriate publications and at recruitment and outreach activities.
- 4. NJRC agrees to distribute information provided by HCCC to its clients regarding the educational offerings provided by HCCC.
- 5. To the extent allowable by applicable law, except as may be set forth elsewhere in this Agreement, each institution hereby assumes all risks of personal injury, property damage, and third-party claims attributable to the negligent acts or omissions of that institution and the officers, employees, agents and clients thereof.
- 6. NJRC agrees to provide office space for an on-site HCCC representative at the Training and Employment Center to meet with students.
- 7. The parties agree that HCCC's code of conduct shall be applicable to the courses and instruction offered directly by HCCC under this Agreement as if said code of conduct was developed and implemented for this Agreement, and that HCCC shall be entitled to enforce same against any student who violates the code of conduct, including the removal of any student that violated the code of student conduct.

### **I. Dispute Resolution**

Any and all claims, disputes, or other matters in question between HCCC and the NJRC arising out of or relating to this Agreement, the services provided thereunder, or the alleged breach thereof, exclusively shall be subject to and determined by the Superior Court of New Jersey venued in Hudson County, New Jersey.

### **II. Governing Law**

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws provisions therein.

### **III. Assignment**

The rights of HCCC or the NJRC under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties



under this Agreement, whether voluntarily, involuntarily, or by operation of law, without the prior written consent of the other party to this Agreement.

#### **IV. Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally (or receipt refused), by courier services (such as Federal Express) or certified mail, return receipt requested, addressed to each party as follows:

As to NJRC:

NJRC

195 Campus Drive

Kearny, New Jersey 07032

Attention: Michael Hayek, Director, Governor's Training and Employment Center

cc: Rahat A. Chatha, General Counsel

New Jersey Reentry Corporation

591 Summit Avenue, Suite 605B

Jersey City, NJ 07306

As to the College:

Hudson County Community College

26 Journal Square

Jersey City, New Jersey 07306

Attention: Jeff Roberson, Director of Contracts and Procurement

#### **V. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative.

#### **VI. Agreement Review**

The term of this Agreement shall be for eight months, from June 11, 2024 through February 11, 2025. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

Representatives of HCCC and representatives of NJRC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean, the Chief Academic Officer, and the President.

This agreement represents the entire agreement between HCCC and NJRC through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party. All classes then in effect as of the date of termination will be allowed to continue and such termination shall take effect at the end of such classes.

**VII. General Provisions:**

- a.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.
- e. The parties may execute this agreement in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

**X. Signatures**

New Jersey Reentry Corporation

Hudson County Community College

By: \_\_\_\_\_  
 Governor James McGreevey, Chairman

By: \_\_\_\_\_  
 Dr. Christopher M. Reber, President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



**ARTICULATION AGREEMENT**  
**BETWEEN**  
**HUDSON COUNTY COMMUNITY COLLEGE**  
**&**  
**RISING TIDE CAPITAL**

## ARTICULATION AGREEMENT

### HUDSON COUNTY COMMUNITY COLLEGE

This Agreement is entered into between the Hudson County Community College (“HCCC” or “College”) and Rising Tide Capital (RTC).

Intending to be bound thereby, HCCC and RTC agree as follows:

#### **I. Purpose and Goals**

The primary objective of this Agreement is to provide articulation with Rising Tide Capital (RTC) and Hudson County Community College (the "College" or “HCCC”), granting College credits for demonstrated academic proficiency in the field of entrepreneurship for students who complete the Rising Tide Capital (“RTC”) Community Business Academy (“CBA”) program and subsequently enroll at HCCC and comply with the requirements of this Agreement.

- (a) Subject to the process and procedures set forth below, students who have successfully completed the RTC CBA program are eligible to receive HCCC credits for the following course and credit amounts:

Introduction to Entrepreneurship	HMT 111	3 credits or
Introduction to Business	BUS 103	3 credits

- (b) Students may also receive credit for additional courses through a form of prior learning assessment (e.g., submitting a work life portfolio, taking a CLEP exam). Receipt of any credits contemplated by this paragraph (1 (b)) shall be subject to HCCC’s policies and procedures. HCCC provides no guarantees that students seeking credit through a form of prior learning assessment shall receive any College credits.

The Community Business Academy includes 52 hours of instruction. The training is led by industry experts and includes hands-on training exercises to deliver a well-rounded and relevant education to all students. The following is a summary of the CBA syllabus.

**(Include summary of the syllabus here)**

The instructional modality can be in-person, virtual or hybrid.

It is anticipated that the College credits awarded by this Agreement will inform and encourage graduates of the RTC CBA program to pursue the educational and career

## ARTICULATION AGREEMENT

### HUDSON COUNTY COMMUNITY COLLEGE

advancement opportunities which include additional industry recognized credentials and matriculation at the College for the successful completion of their degree requirements.

#### **(c) The Transfer Articulation Application Process and Procedures**

1. Subject to adherence to the criteria and procedures listed herein, students who **successfully complete** the RTC CBA program will be awarded three (3) credits at the College as part of the AS Business Administration program.
2. To receive the three (3) credits at the College described in paragraph 1 (a) students must: (a) be admitted to the College, (b) be matriculated in the College's Business Administration program, and (c) present to the Registrar a "Certificate of Completion", indicating completion of the RTC CBA program.
3. To receive the three (3) credits at the College described in paragraph 1 (a), students must also be admitted to the College within five (5) years of their completion of the RTC CBA program.
4. The three (3) credits identified in paragraph 1 (a) will be reflected on the College transcript as "Credit by Examination", in the same manner as credits obtained through other external standardized examinations, such as the College Level Examination Program (CLEP), and such credits will not be counted in computing a student's Grade Point Average (G.P.A.).
5. The policies reflected in, and any credits earned by Community Business Academy under this Agreement, shall apply only to the College's records. In the case of transfer to another institution of higher education, the acceptance of all credits awarded by HCCC based upon the requirements of this Agreement will be in accordance with the prevailing policies of the receiving institution.
6. Transfer of credits earned at other institutions of higher education, by examination, or other assessment of prior learning shall adhere and be subject to HCCC's Transfer Policy applicable to credits earned at other institutions.
7. No tuition or fees will be charged to any student for the credits earned by articulation pursuant to this Agreement. Notwithstanding same, tuition and any associated fees will be charged for courses taken at HCCC.
8. Appropriate members of the faculty of the College and representatives of RTC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean and Chief Academic Officer. The parties may agree to amend this agreement as a result of any such meeting.

#### **(d) Institutional Responsibilities**

**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

RTC and the College agree to promote the Articulation Program in appropriate publications and at recruitment and outreach activities.

1. RTC and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. RTC and the College agree to acknowledge and recognize the articulation programs on each institution's website and via other marketing and publicity methods.
2. RTC and the College agree to promptly communicate with each other any future curriculum changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

**(e) Agreement Review**

1. RTC and the College will notify one another of curricular changes upon institutional approval. This Agreement will continue in effect and will be automatically renewed from academic year to academic year, for up to three academic years, although either RTC or HCCC may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College. After the initial three (3) year term, the agreement may only be renewed by a separate writing agreed upon by the parties.
2. This Agreement shall be reviewed and modified, as needed, every three years by officials at RTC and HCCC.
3. This agreement represents the entire agreement between RTC and the College through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.
4. The parties agree to comply with all laws regarding the confidentiality of student personally identifiable information.

**(f) Choice of Law/Venue**

1. This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services

**ARTICULATION AGREEMENT****HUDSON COUNTY COMMUNITY COLLEGE**

provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

**(g) Term**

1. Upon execution by the parties, this Agreement will be effective as of June 12, 2024.

**ARTICULATION AGREEMENT**  
**HUDSON COUNTY COMMUNITY COLLEGE**

**(h) Approvals**

**Rising Tide Capital**

**Hudson County Community  
College**

\_\_\_\_\_  
**CEO**  
**Rising Tide Capital**

\_\_\_\_\_  
**President**  
**Hudson County Community College**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Vice President of Academic Affairs**  
**Hudson County Community College**

\_\_\_\_\_  
**Date**



**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_IRON CULTURE\_\_**

Agreement, effective May \_20th\_, 2024 by and between Hudson County Community College ("College"), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Iron Culture (Agency)  
7700 River Rd  
North Bergen, NJ 07047**

1. **TERM**

This contract shall be for a period of three years commencing May \_20th\_, 2024 and continuing until July \_31st\_, 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 or amendment of this Agreement by 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.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably 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. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation 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 Agency. 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. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. 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. In the event of such conflict, the parties shall meet in an attempt to resolve same.

### 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 and patient 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 Agency.
- 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 statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their 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. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, 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 direct 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 acts or omissions of the Agency.

The Agency 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 direct 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 acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

Agency 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 Consumer Affairs 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 subject to the exclusive jurisdiction of 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:

\_\_\_\_\_  
Dave Hancock, General Manager  
Iron Culture

\_\_\_\_\_  
Date

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_FITNESS FACTORY\_\_**

Agreement, effective June \_\_1st\_\_, 2024 by and between Hudson County Community College ("College"), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Fitness Factory (Agency)  
6209 Bergenline Ave.  
West New York, NJ 07093**

1. **TERM**

This contract shall be for a period of three years commencing June \_\_1st\_\_, 2024 and continuing until May \_\_31st\_\_, 2027 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 or amendment of this Agreement by 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.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably 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. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation 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 Agency. 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. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. 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. In the event of such conflict, the parties shall meet in an attempt to resolve same.

### 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 and patient 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 Agency.
- 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 statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their 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. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**



The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, 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 direct 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 acts or omissions of the Agency.

The Agency 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 direct 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 acts or omissions of the College.

8. **EMERGENCY MEDICAL CARE**

Agency 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 subject to the exclusive jurisdiction of 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:

\_\_\_\_\_  
Jonathan O'Donnell, Owner  
Fitness Factory

\_\_\_\_\_  
Date

**New and On-Going Partnerships with Hudson County High Schools for the  
Delivery of Credit Course Instruction for Academic Year 2024-2025  
Under the Early College Program.**

Hudson County Community College (HCCC) proposes agreements with school districts, charter, and private schools in Hudson County for the delivery of instruction in selected credit courses and degree programs for high school students on the HCCC or high school campuses. Individual high school students who live in, or attend school in, Hudson County are eligible to enroll in up to a total of 36 credits prior to high school graduation at a reduced tuition rate and receive college credit upon successful completion of courses. Agreements with Bayonne High School, Kearny High School, Hoboken High School, and schools within the Hudson County Schools of Technology and Jersey City Public School District will continue to allow students to exceed 36 credits to obtain an Associate Degree. Students have access to HCCC's academic advising program, tutoring services, library resources and computer laboratories. In order to participate in the Early College Program, students must successfully complete one of the mechanisms for college placement for required prerequisite courses and must have the approval of their parents/guardians and guidance counselors.

The tuition for the Early College Program will be determined on an annual basis by agreement with the individual school districts, charter, or private schools, and based on the type of selected course(s), instructor(s), and location. For the 2024-2025 academic year (Fall/Spring/Summer I/Summer II) the majority of course offerings will carry a tuition rate of \$80.60 per credit, and will be applied for classes taught by HCCC faculty.

Differentiated tuition per credit will be applied for courses taught on the high school campus by the high school faculty during the day (\$40.30) or where HCCC provides the instructor (\$80.60). The College will waive all general HCCC fees with the exception of course-specific fees. HCCC will not bill students directly for tuition, unless the school district identifies the students as self-paying students. Any required transportation or textbook will be provided by the high school or student.

**A. Bayonne Board of Education (Bayonne High School)**

Bayonne Board of Education has partnered with Hudson County Community College (HCCC) to provide an Associate Degree in Liberal Arts to students selected by Bayonne High School. The agreement began in Academic Year 2020-2021, and the 4th cohort will begin this year. The instruction will be performed by either HCCC faculty on the Hudson County Community College campus or HCCC-approved High School faculty on the high school campus through at least the 2027-2028 academic year. The high school had its first cohort receiving an Associate Degree in Liberal Arts General Studies in May, 2024 and will start its fifth degree-seeking cohort this academic year.

**B. Bergen County Technical Schools**

After a hiatus, Hudson County Community College and the Bergen County Technical Schools (BCTS) have once again entered into an articulation agreement that will permit graduates of the BCTS Culinary

Program who matriculate at HCCC will have the opportunity to transfer up to 9 credits towards their Associate Degree.

### **C. Cranford Board of Education (Cranford High School)**

HCCC entered into a new partnership with the Cranford Board of Education to offer dual credit opportunities in Culinary Arts and Biology for students at Cranford High School in the 2023-2024 academic year. Students will continue to have the opportunity to take CAI-117 (Production Kitchen Skills I), CAI-118 (Pantry and Breakfast Cookery), and BIO-201 (Practical Nutrition) as part of their high school curriculum.

### **D. Harrison Board of Education (Harrison High School)**

Since 2014, the inaugural year of Early College's partnership with Harrison High School, over 150 students have been served and supported. Harrison High School will continue their partnership for the sixth year and will be selecting seniors who are college ready to take Psychology, Sociology, Speech, Political Science, and Precalculus, at the Journal Square Campus of Hudson County Community College taught by HCCC faculty. Our partnership includes a two-year culinary program in which students will earn 10 credits towards in Culinary and Hospitality. The program starts in the junior year and ends their senior year. The courses, in sequential order, are HMT-110 (Introduction to the Hospitality Industry), CAI-115 (Food Sanitation & Culinary Principles), CAI-119 (Bakeshop I), CAI-118 (Pantry and Breakfast Cookery), and CAI-117 (Production Kitchen Skills I). Students in the graduating class of 2018 were part of the first senior class at Harrison to complete the program and receive a certificate of completion on May 11, 2018.

### **E. Hoboken Charter School**

Hoboken Charter School continues to sponsor select students to take courses at Hudson County Community College. This is the sixth year students will enroll in courses.

### **F. Hudson County Schools of Technology (High Tech and County Prep High Schools)**

For the first time in the 2023-2024 academic year, all incoming students at both High Tech and County Prep high schools are now eligible to earn an Associate Degree through dual enrollment pathways. The program started with select cohorts at High Tech, but has now been expanded to all students attending both high schools. There are currently 150 students following the pathway to possibly earning an Associate Degree in Science and Mathematics.

Also, 2023-2024, additional dual enrollment pathways in Computer Science, Culinary Arts, Personal Fitness Training, and Wood Technology were all approved.

In 2024-2025, students from County Prep will also once again be able to take select courses from the Associate of Applied Science in Early Childhood Education. The students will have the opportunity to earn 11 CDP credits, which will permit them to sit for the Childcare Development Associate (CDA) license upon high school graduation.

Students will continue to have the opportunity to take Intro to Psychology and College Algebra after school in both the fall and spring semesters. These courses are taught by County Prep teachers who are also college adjunct instructors.

#### **G. Jersey City Board of Education (Jersey City Public High Schools)**

For the past nine years, HCCC and Jersey City Board of Education (JCBOE) have collaborated to offer college level courses to high school students from the Jersey City Public Schools. In the 2021-2022 academic year, JCBOE celebrated their second group of students earning an Associate Degree upon graduation. During the 2024-2025 academic year, Dickinson, Ferris, Lincoln, and Innovation High Schools have students pursuing degrees through a variety of dual enrollment pathways. The pathways involve a combination of dual enrollment courses as well as courses taught by HCCC instructors.

Also continuing into the 2024-2025 academic year, up to 32 students from Lincoln High School will enroll in 10 total credits in Culinary Arts. The classes will be taught by HCCC faculty for 12 Fridays in both the fall and spring semesters. Students will earn seven college credits upon successful completion of the program.

#### **H. Kearny Board of Education (Kearny High School)**

Beginning in the 2021-2022 academic year, the College began a new partnership with KHS that allows up to 25 students to earn an Associate of Arts in Liberal Arts General upon high school graduation through a combination of dual enrollment classes at the high school and courses taken after school taught by HCCC faculty. This agreement enters its fourth year with a new 9<sup>th</sup> grade cohort participating and will see KHS graduating their first cohort of Associate Degree completers.

#### **I. Marion P Thomas Charter School**

HCCC will enter the fourth year of its partnership with the Marion P. Thomas Charter School, located in Newark, to provide dual enrollment instruction in Culinary Arts at the high school's campus. The agreement includes two classes, CAI-117 (Production Kitchen Skills I) and CAI-119 (Bakeshop I) being offered as dual instruction in the Spring 2025 semester. Discussions are ongoing regarding expanding the partnership to include students attending Culinary classes on the HCCC Journal Square Campus.

#### **J. Newark Board of Education**

HCCC began a new partnership with the Newark Board of Education to offer dual credit opportunities in Culinary Arts for students in the Newark Public Schools in the 2022-2023 academic year. The program continues into 2024-2025, with students in the Newark Public Schools having the opportunity to take CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery) as part of their high school curriculum.

#### **K. North Bergen Board of Education (North Bergen High School)**

HCCC and North Bergen High School (NBHS) will continue to collaborate for 2023-2024 academic year. Students will enroll in various dual enrollment courses in the areas of Social Science, Mathematics, Accounting, and Computer Science. All classes that are offered at the high school are taught by HCCC-approved high school instructors. Courses will be offered for a full academic year, following the high school calendar.

#### **L. Orange Public School District (Orange High School)**

HCCC and Orange High School are entering year 3 of a dual enrollment partnership in Culinary Arts. The partnership allows up to 50 students to take CAI-115 (Food Sanitation and Culinary Principles) through a dual enrollment agreement, with an approved high school instructor teaching the course on the high school campus.

#### **M. Rising Star Academy (RSA)**

Rising Star Academy, a private school located in Union City, established a partnership with HCCC in 2011 to provide a diverse selection of courses for the high school students. Approximately 20 students are selected each year to take 6-18 college credits in a combination of dual enrollment classes and those taught at the North Hudson Campus. RSA allows students in 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades to participate in the program. In the 2024-2025 academic year, the partnership will include sections of CSC-100 (Intro to Computers and Computing), CSC-111 (Computer Science I), BIO-107 (Human Biology), CHP-111 (College Chemistry), MAT-110 (Precalculus), and ENG-112 (Speech).

#### **N. Union City Board of Education (Union City High School)**

HCCC and the Union City Board of Education have collaborated for 10 years to offer college-level courses for their high school students. In the 2024-2025 academic year, courses will be offered to students from Union City High School (UCHS) at the high school. The partnership includes allowing 11 high school students to take courses in the Culinary Arts Program. The courses are CAI-115 (Food Sanitation and Culinary Principles), CAI-118 (Pantry and Breakfast Cookery), and CAI-119 (Bakeshop I). Classes are taught by HCCC faculty on the HCCC campus for 12 Fridays in both the Fall and Spring Semesters. Students earn seven (7) college credits upon successful completion of the program. In the 2024-2025 academic year, students funded through a Perkins Grant will enroll in 11 credits, which will qualify them to sit for the examination to earn the Childcare Development Associate (CDA) license upon high school graduation.

#### **O. West New York Board of Education (Memorial High School)**

Continuing our partnership for the ninth year, students at Memorial High School are able to enroll in MAT-111 (Calculus), and ENG-101 (College Composition I), all of which are to be offered at the high school and taught by HCCC approved high school instructors. Placement is determined according to College placement requirements.

## **P. West Orange Board of Education**

A partnership began with the West Orange Board of Education in the 2020-2021 academic year to offer seven credits in Culinary Arts through a dual enrollment agreement in CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery). High school instructors approved by the Dean of Business, Culinary Arts and Hospitality Management teach the classes. The program will continue for its fourth year in the 2024-2025 academic year.

### **INVENTORY OF SCHOOL DISTRICTS:**

Separate agreements have been executed with the following school districts:

1. Bergen County Technical Schools
2. Bayonne Board of Education – Bayonne High School
3. Cranford Board of Education – Cranford High School
4. Harrison Board of Education – Harrison High School
5. Hoboken Charter School
6. Hudson County Schools of Technology Board of Education
  - a. County Prep High School
  - b. High Tech High School
7. Jersey City Board of Education
  - a. William L. Dickinson High School
  - b. Henry Snyder High School
  - c. James J. Ferris High School
  - d. Liberty High School
  - e. Innovation High School
  - f. McNair Academy
  - g. Lincoln High School
8. Kearny Board of Education – Kearny High School
9. Marion P Thomas Charter School
10. Newark Board of Education
11. North Bergen Board of Education – North Bergen High School
12. Orange Public School District – Orange High School
13. Rising Star Academy
14. Union City Board of Education
  - a. Jose Marti STEM Academy
  - b. Union City High School
15. West New York Board of Education – Memorial High School
16. West Orange Board of Education – West Orange High School